

MOO^{VER}!

November 13, 2020


Re: Volunteer Service Letter

Thank you for your interest in becoming a volunteer driver with us. We will be resuming Medicaid services in the Windham and Southern Windsor regions sometime during the winter but we do not have a firm start date currently.

We will process your application and contact you with any questions. We will follow up with all volunteers we wish to transition to our operations over the coming months.

If you have any questions regarding the application please contact Sara Campbell at 802-460-7433 ext. 224 or sara@moover.com.

Thank you for your interest!



Christine Howe
General Manager SEVT
Christine@moover.com

Volunteer Driver Checklist

Completed

- **Information Form Signed & Dated**
- **Rules & Regulations Memo Signed & Dated**
- **Requirements Memo (To Driver)**
- **Description (To Driver)**
- **Copy of Driver's License**
- **Copy of Auto Insurance**
- **Copy of Vehicle Registration**
- **Volunteer Driver Manual Form Signed & Dated**
- **AHS Confidentiality Form Signed & Dated**
- **Child Abuse For Signed & Dated**

Date Sent: _____ Date Returned: _____

- **Department of Aging & Disabilities Form Signed & Dated**

Date Sent: _____ Date Returned: _____

- **VCIC Signed & Dated Form Signed & Dated**

Date Sent: _____ Date Returned: _____

- **DMV Record Release Form Signe & Dated**

Date Sent: _____ Date Returned: _____

- **O.I.G. _____**

SEVT Representative Signature:

_____ Date: _____

VOLUNTEER DRIVER INFORMATION FORM

Name: _____ Phone: _____

Address:

Mailing Address: _____ Email: _____

How did you hear about Southeast Vermont Transit's need for volunteer drivers?

Days you are available to drive? **Mon. Tue. Wen. Thurs. Fri. Sat. Sun.**

How much driving would you like to do?

How much advance notice to you need?

Would you make long distance trips (From Brattleboro to Rutland)?
as well as providing local transportation?

Type of car: Make _____ Model _____ Year _____ Color _____

Is your car inspected? **YES NO License Plate Number**

_____ **Sate** _____

Do you have a valid driver's license? **YES NO License Number**

_____ **Sate** _____

Do you have auto insurance? **YES NO Policy Number**

_____ **Sate** _____

Have you been involved in any automobile accidents in the past 3 years? **YES NO**

Have you been involved in any traffic violations (other than parking tickets) in the past 3 years?

YES NO

If yes please

explain _____

To become a volunteer diver, you must submit a copy of your registration, license and front page of your insurance policy.

Southeast Vermont Transit will at its own expense request a copy of your driving record for the last three years from the department of Motor Vehicles.

The above information is true as of the date of my signature.

Date: _____ Signature: _____

First and foremost, thank you for volunteering your time to drive for us.

The following are a list of compliances that our auditors requested to be distributed to all drivers. Your signature signifies an agreement with Southeast Vermont Transit to adhere to the compliances.

1. Trips arranged by any other means will not be reimbursed.
2. Do not accept or ask for payments and or money from anyone you transport.
3. All client inquiries regarding services available are to be directed to Dispatch for consistency and accuracy. Dispatch will be held accountable for the distribution of correct information.
4. Manifest must be signed and filled out completely.
5. Manifest should be turned in either daily/ twice a week with the latest manifest due no later 8am every Monday morning. Anything received

after that will be included in the following billing cycle. Reimbursement checks are issued every **Friday**. We encourage the use of Direct Deposit. You must notify Finance if you plan on picking up your check.

6. All client information is confidential. Respect and adherence to this regulation at all times, breeches will warrant dismissal.
7. It is your responsibility to provide copies of your driver's license, registration, and insurance card. And to keep them updated every time they expire, you will not be reimbursed until this information is on file.

Signature: _____ Date: _____

Summary of Volunteer Driver

Provide transportation as needed to the clients of the organization.

Duties and Responsibilities

1. Transport clients from door of their home to door of the car and door of the car to door of appointment. Or vice versa.
2. Assist clients into and out of vehicles as necessary.
3. Be punctual at all times.
4. Comply with COVID regulations and procedures, by sanitizing and use of PPE during transports.
5. Complete and turn in all required paperwork.

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6. Maintain vehicles, license and insurance as required by agency.
7. Attend training sessions as required by agency.
8. Keeps confidentiality regarding clients.

The MOOver
VOLUNTEER DRIVER MANUAL
ADOPTED: January 29, 2018

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Attachments:

Adult Protective Services Release form

AHS Rule 96_23

Criminal Background Authorization

DMV Record Request

Incident Report

Child Abuse Report

Volunteer Driver Manual

Welcome to Southeast Vermont Transit's Volunteer Network

Volunteer drivers play an important role in our transportation system. You are valued members of the team that provides mobility to our community. Many of our neighbors in Windham and Southern Windsor Counties depend on your efforts to get them to necessary medical and personal appointments. You make this program a success.

The safety and behavior of volunteer drivers reflect upon the community's perception of Southeast Vermont Transit, Inc. (SEVT) and affect SEVT's ability to maintain and grow the public transit system.

The public expects safe and courteous service. They take good performance for granted and are quick to complain about poor performance. Your performance contributes to public perception.

Safety is our primary responsibility. Thank you for your safe operation on the roadways and your courteous passenger assistance.

1 Introduction

1.1 These policies provide volunteer drivers with guidance on requirements and expectations so that sound working relationships are established between SEVT staff and volunteer drivers.

The Board of Directors has adopted these policies. Each volunteer receives a copy of the Volunteer Driver Manual when joining SEVT. Volunteers are encouraged to consult with SEVT staff who can address questions and comments with respect to specific policies or issues not covered by this Manual.

1.2 **The General Manager** has full responsibility and authority for all administrative functions set forth in this policy. Accordingly, the General Manager recognizes his/her role as chief administrative officer and is directly responsible to the Board for implementing policy and attainment of the agency's goals and objectives. If your concerns are not resolved at the staff level, you may appeal to the General Manager.

1.3 **Disclaimer**

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1.3.1 Nothing in this manual or the process for volunteering should be construed, or understood to mean, there is a contract of employment between the volunteer and SEVT. SEVT is not entering into an employment contract by allowing volunteers to transport SEVT riders.

1.3.2 The terms “job” or “work” in this document refers to the act of volunteering, not employment.

1.3.3 These policies can be changed or modified by the Board of Directors at any time. You will be notified immediately of any changes.

2 Volunteer Driver Duties

SEVT has established several requirements to protect the safety of volunteer drivers and our passengers. These requirements also reflect the expectations of those agencies and organizations who sponsor and fund transportation services. Every time a volunteer driver agrees to transport a passenger referred by SEVT, the volunteer acknowledges compliance with these requirements. SEVT will ensure that volunteer drivers are qualified vehicle operators, drive a qualified vehicle, have an exemplary personal record, and are medically able to perform assigned tasks.

2.1 General Volunteer Duties

A volunteer driver provides transportation using the volunteer’s personal vehicle to passengers scheduled by SEVT. The volunteer driver reports to SEVT’s Dispatch Department for assignments and supervision.

2.2 Duties and Responsibilities

2.2.1 Transport passengers from point of origin to appointments

2.2.2 Assist clients into and out of vehicles and to the door of the destination as necessary

2.2.3 Be punctual at all times

- 2.2.4 Complete and turn in all required paperwork**
- 2.2.5 Provide required personal background, health, vehicle, license, and insurance information and report changes in information as necessary**
- 2.2.6 Attend training sessions sponsored by SEVT**
- 2.2.7 Maintain the confidentiality of passenger information according to AHS rule 96_23 (see attached)**

3 Required Background Information

3.1 Required Documents:

All prospective volunteer drivers must provide the following original documents for SEVT inspection:

3.1.1 Volunteer Driver Application

New volunteer drivers must complete SEVT's application form and provide proof of age, place of residence, telephone and/or fax number, email address if available, and emergency contact information.

3.1.2 Driver's license

Volunteer drivers must have a valid and current driver's license and show it to SEVT.

3.1.3 Proof of automobile insurance (automobile coverage selections page)

Volunteer drivers must provide proof of comprehensive automobile insurance that is currently in effect and meets the minimum coverage levels set by the driver's state of residence. Volunteer drivers are encouraged to advise their insurance carrier of their volunteer driving activities, to carry coverage levels that exceed the State minimums, and to list SEVT as an additional named insured.

3.1.4 Vehicle registration record

Volunteer drivers must provide evidence that the vehicle(s) used to provide volunteer trips are currently registered in the driver's state of residence in the name of the volunteer driver, immediate family member, or individual who has authorized in writing the use of the vehicle for volunteer driving purposes.

3.1.5 Proof of Vehicle inspection

Volunteer drivers must provide evidence that the vehicle(s) used to provide volunteer trips

has a current vehicle inspection sticker issued by the state in which the vehicle is registered.

SEVT personnel will verify all documents and make copies of original documents for the volunteer's file.

3.2 Background Checks

SEVT will perform background checks on all prospective volunteer drivers. The check will

include an inquiry to the following:

3.2.1 Department of Motor Vehicles Driving Record

3.2.2 Adult Abuse registry

3.2.3 Criminal background checks

3.2.4 Child Abuse registry

Felony convictions for abuse, crimes against a child, and crimes involving violence including

rape, sexual assault or homicide, will disqualify you from volunteering for the program.

Crimes involving physical assault not listed above, any sex offense not included above,

any felony conviction not included above, and felony convictions for some drug-related

crimes will disqualify you from volunteering if it is less than 5 years from the conviction date.

If the conviction occurred more than five years ago, and if the conviction was for a crime other than those listed above in abuse, against a child, and violence, SEVT will review the background

to determine character, suitability and competence and consider the following: amount of time since the conviction; seriousness of the crime; number and types of other convictions; age at the time of conviction; documentation of successful completion of all court-ordered programs and restitution; and behavior since the conviction.

3.3 Annual Physician Certification

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Volunteer drivers must have their physician complete and submit to SEVT an Annual Physical Condition Certification. The physician will identify any limitations on performing a driving or escort (passenger assistance) function including any medical prescriptions that adversely affect mental functioning, motor skills, or judgment, and any restrictions on the ability to safely drive a passenger vehicle or physical limitations on lifting.

3.4 Volunteer Reporting

It is the responsibility of the volunteer to update and report changes to the required documents. Failure to update or report changes will result in the suspension of trip assignments.

3.4.1 Volunteer drivers must report any automobile accident or incident in which they are involved, regardless of whether or not the accident occurred during a SEVT related trip, to Dispatch within five business days. All accidents or incidents occurring during the performance of a SEVT-assigned trip must be reported immediately.

3.4.2 Volunteer drivers must report any citations (i.e. DUI, speeding violation, etc.) they receive, regardless of whether or not the citation occurred during a SEVT related trip, to Dispatch within five business days.

3.4.3 Volunteer drivers must report a lapse in driver or vehicle insurance coverage to Dispatch prior to performing a SEVT-assigned trip. Volunteer drivers must report any change in driver or vehicle insurance coverage, to Dispatch within 5 business days.

3.4.4 Illegal Drugs/Drug Free Workplace: Volunteer drivers must report any conviction involving the possession, manufacture, or use of an illegal substance or alcohol, to Dispatch within 5 business days.

3.4.5 Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label indicating that mental functioning, motor skills, or judgment may be adversely affected must be reported to Dispatch and the volunteer is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

3.4.6 All volunteer drivers' vehicles must be state inspected, in good running order, and clean inside and out. SEVT reserves the right to inspect all volunteer drivers' vehicles prior to use for SEVT purposes.

SEVT may withhold trip assignments for the lack of current, required documentation or for reasonable concern for the driver's or vehicle's status until an investigation is completed. Volunteers may be required to provide additional information to assist in the investigation.

3.5 SEVT will perform periodic random background checks of volunteer drivers in accordance with AHS and VPTA contracts.

4 Volunteer Driver Conduct

Volunteer drivers will be issued a notice stating that he/she participates in SEVT's volunteer driver program, and has successfully completed the volunteer program's background checks and training. This notice will be in plain view to passengers when transporting any SEVT clients.

A neat and clean appearance is required as a volunteer driver.*

Volunteer drivers may not smoke while transporting a SEVT client or speak on a cellular telephone while in motion unless using a hands-free head set.

From time to time volunteer drivers may be required to attend training sessions that may be provided for volunteer drivers, at no cost to the volunteer driver.

Volunteer drivers must have a telephone at their residence.

*This reference to Professional Drivers does not include Volunteer Drivers nor is it meant to affect your status as a Volunteer Driver.

4.1 Reimbursement

Manifest must be completed and submitted for reimbursement in a timely manner,

Either daily or twice a week. Reimbursement of these claims will be from Federal and State funds and any falsification of material may be prosecuted under Federal and State laws.

There will be periodic random checks verifying the accuracy of the claims submitted and the volunteer's performance. A copy of the claim form is attached to this document.

Our auditors require certain information on our manifest.

The manifest we give you include places for you to fill in all required information. When completing your manifest, please be certain all the information is correct and complete.

To complete the driver's manifest, you will first start with the top box on the first page. Where you will put in the time you leave your home and the odometer reading on your car at that time. Then you will put the time you reach your first pick up and the odometer reading at that time. These times and odometer reading are repeated on every client trip. There is also a box for when you drop the client off that is the drop off time and drop off odometer. Under these boxes you will find boxes that say complete, cancellation or no show please check the box that applies. Once you are done all your trips for the day you will record your mileage to either your home or you will end your day on your last client drop off if you do not plan on going home. Another importation section is the break section. If you find yourself with time between trips and you want to go home or have something you want to do on your down time. You would put what time you started your break and the odometer reading and what time you got back from your break and the odometer reading.

If you have any questions, please call the SEVT Dispatcher.

Volunteer drivers must submit completed manifests to SEVT within 8 days of performing the work.

If all the information is not correct and complete, we cannot process your manifest and it will be returned to you to correct the problem. Manifest should be turned in either daily/ twice weekly with the latest manifest due no later than Monday at 10:00 AM. Anything received after that will be included in the following billing. Reimbursement checks are available after 1:00 PM every Friday.

4.2 Trip Assignment

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Trips will be offered to volunteers on an equal basis. However, consistently rejecting shorter trips in order to obtain longer trips is not considered fair and will be addressed accordingly.

Trips are to be dispatched from the SEVT office ONLY. Trips arranged by any other means will not be reimbursed. Do not take trip reservations from the clients.

You are expected to take the client only to the destination(s) assigned. You will not be reimbursed for any trips other than the ones dispatched.

All client inquiries regarding SEVT services are to be directed to transportation staff for consistency and accuracy. Staff will be held accountable for the distribution of correct information.

4.3 Volunteer/Client Procedures

Volunteer drivers will be given a manifest with client's phone number and address and scheduled appointment time. Cancellations can occur at any time and for many reasons. Clients are asked to call us as soon as possible if they have had a cancellation. Dispatch will notify each driver as soon as possible. If a volunteer has a problem such as car failure or scheduling conflicts, or if traveling would be difficult because of weather, Dispatch should be contacted immediately.

If it is off hours, Leave a message on Ami's x222 and Sara's x224 direct voice mail if it's an emergency we will receive your message by email so please leave your phone number as well.

4.4 No Shows

If a SEVT client is not at the scheduled pick-up point, or there is a schedule change, the SEVT Dispatch department should be called at 460-7433 local or (888) 869-6287. The driver will be advised and instructed how to record the "no show". The SEVT Dispatch department will authorize all trips. Drivers will not accept any trip re-scheduling from clients. Under no circumstances can a volunteer driver arrange for a substitute driver. Clients must call the SEVT Dispatch office to schedule appointments. When transporting a client under 18 years of age, do not make any stops for the clients that have not been cleared through Dispatch.

4.5 Accidents and Incidents

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All volunteer drivers must verbally report any accident, incident or unusual event occurring to the vehicle, the passenger or the volunteer driver while transporting a SEVT client. A written signed report of the accident or incident must also be submitted to SEVT's Dispatch office as soon as possible.

4.6 Motor Vehicle Laws

All volunteer drivers must comply with all State and local laws pertaining to motor vehicle traffic control while transporting a SEVT client. All volunteer drivers who are convicted of violating a State or local law pertaining to motor vehicle traffic control at any time, must submit written signed notification of the conviction to SEVT's Dispatch office as soon as possible.

4.7 Seat Belts and Safety Restraints

4.7.1 Seat belts and safety restraints: All SEVT volunteers will comply with Federal and State regulations. Children will be placed in child seats or seat belts according to Federal and State regulations. It is the parent's responsibility to (a) provide the appropriate infant, convertible or booster seat, (b) to install the seat, and (c) to buckle the child in the seat.

A Volunteer driver will refuse to transport a child that is required by Vermont statute to be buckled in an infant, convertible or booster seat if the parent does not provide, install, and buckle the child in such a seat.

4.7.2 All volunteer drivers and SEVT clients must use seat belts when a volunteer is driving.

4.7.3 In consideration of the most recent information regarding passenger front and side air bags, SEVT strongly recommends that all children and young adults ride in the back seat. This is a precautionary measure intended to eliminate any concerns about proper fit of the restraints and weight of the passenger and will eliminate the danger of the air bag deploying and the passenger being too close to the "strike zone" causing injury to that passenger.

4.8 CLIENT CONFIDENTIALITY

4.8.1 Professionalism

All volunteers will conduct themselves professionally, remembering that the passengers are clients and not friends.

4.8.2 Confidentiality

Any and all information pertaining to clients of SEVT will be held in strict confidence.

Breaches of this confidentiality will result in disciplinary action. Confidential information

revealed in the context of conversations with family, friends, or acquaintances will be

considered as a breach of confidentiality and will be treated as such. Respect of and

adherence to this regulation is essential.

4.8.3 AHS Rule 96_23

All volunteers will adhere to the confidentiality guidelines set forth in AHS Rule 96_23 which is attached to this manual.

5 SEVT Responsibilities

5.1 Discrimination Prohibited

SEVT shall in no way discriminate for or against any volunteer because of race, creed, color, national origin, gender, sexual orientation, disability or age in regard to recruitment, selection, decrease or increase in expense reimbursement or assignment of trips. This is in accordance

with Title VI and VIII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, and the Americans with Disabilities Act of 1990.

Any complaints arising from violation of the above may be reported to the SEVT/ The Current's General Manager.

5.2 Political Activity

Volunteer assignments at SEVT may not be offered as a consideration or reward for the support

or defeat of any political party or candidate for public office or any issue.

No person, while a volunteer of SEVT, may engage in partisan political activity while performing a volunteer assignment for SEVT, or acting on behalf of SEVT in any way.

5.3 Volunteer Driver Evaluation Procedures

Upon going through the volunteer screening process, all new volunteers shall be in an introductory period for 90 days. This shall be a period to ascertain if the volunteer is capable of performing the duties and responsibilities of his/her volunteer assignment up to SEVT's standards. Dispatch shall evaluate each new volunteer at the end of the introductory period.

Failure to meet the responsibilities described in the driver manual or an unacceptable quality of performance during the introductory period may result in non-assignment of volunteer trips.

5.4 Volunteer Assignments

A record of volunteer preferences for client trips will be maintained at the main office. Dispatch reserves the right to match the most appropriate and/or available volunteers with the most appropriate clients.

5.5 Maintenance of Volunteer Records

Volunteer records will be maintained in the main office and updated annually with vehicle insurance, registration, and driver license documentation, as well as anytime there is a change reported by the volunteer. Criminal background reports will be kept in a separate locked file cabinet.

5.6 Actions

A full record on each volunteer shall be maintained in the SEVT office covering all significant actions.

5.7 Incidents

A full record on each volunteer's incidents shall be maintained in the SEVT office.

5.8 Payment

All mileage reimbursement is calculated at the current GSA rate.

A volunteer carrier bills for mileage from the time the vehicle leaves the drivers home until it returns to the drivers' home; mileage is not limited to "loaded" miles. If a volunteer waits while a client attends a medical appointment, he or she may bill for wait-time as follows:

Drivers will be paid for wait-times in excess of one (1) hour calculated in half-hour increments after the first full hour. For example, when a volunteer driver must wait 1 ½ hours, he or she will be paid for additional mileage for ½ hour.

Wait-time mileage is calculated at 17 miles per hour based on the reimbursement rate.

Drivers are paid either double mileage or wait-time mileage whichever is lower. (If the driver resides in the same town as the driver's trip, the driver will be reimbursed for mileage only.) However if the driver is called back by Dispatch to make another, separate trip during what otherwise would have been wait-time period, the driver will under those circumstances, be paid at the higher rate for actual mileage.

Wait-time will not be paid for Adult Day transportation or General Public transportation.

Drivers will not be reimbursed for mileage to SEVT office regarding personal business.

Drivers' mileage sheets for June must be in by the end of June or they will not get paid for them, as it is the end of the fiscal year.

Please note that if someone other than the driver is sending in your mileage sheets via mail, email or fax, it is the drivers' responsibility to make sure the office has received them.

6 Related SEVT Policies

6.1 Substance Abuse Policy

6.1.1 Volunteers are expected and required to report for trips on time and in appropriate mental

and physical condition for their duties. It is our intent and obligation to provide a drug-free, healthful, safe and secure environment. In addition, any use of alcohol (on or off premises) that interferes with performance, or violations of state or federal laws dealing with alcohol that occur in SEVT workplaces are prohibited.

6.1.2 The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, while on SEVT premises or while conducting agency business are prohibited. Violations of this will result in disciplinary action, up to and including termination of the volunteer relationship and may have legal consequences.

6.1.3 SEVT recognizes drug dependency as an illness and a major health problem. SEVT also recognizes drug abuse as a potential health, safety, and security problem. Volunteers needing help in dealing with such problems are encouraged to seek assistance. Conscientious efforts to seek such help will not jeopardize any volunteer's position, and will not be noted in the personnel record.

6.1.4 Volunteers must abide by the terms of the above policy and report to Dispatch, conviction under a criminal drug statute for violations occurring on or off SEVT premises while conducting agency business. As mandated by the Drug-Free Workplace Act of 1988, a report of a conviction must be made within five (5) days after the conviction.

6.2 HARASSMENT POLICY

6.2.1 With specific regard to sexual harassment, the Equal Employment Opportunity Commission (EEOC) defines as illegal sexual harassment 1) "unwelcome sexual advances," 2) "request for sexual favors," and 3) "any other verbal or physical conduct of a sexual nature."

6.2.2 Any volunteer who feels that he or she has been subject to such harassment is responsible for bringing a complaint to the attention of management by notifying Dispatch or the General Manager.

6.2.3 All complaints will be investigated thoroughly and appropriate corrective action will be taken,

up to and including discharge. Response to complaints will occur in a timely manner.

7 Volunteer Driver Manual Receipt

As of the date below, I (the undersigned) have received a copy of the Southeast Vermont Transit, Inc.

SEVT Volunteer Driver Manual, I understand that I am obligated to read and comply with all the rules and procedures specified therein. I understand that the best interests of the public served by SEVT are served by allowing SEVT to verify any and all information submitted by me in connection with my application to be approved for Volunteer Driving.

Volunteer Signature

Date

Print Name: _____

Current Mailing Address: _____

Current Residential address if different: _____

City/State/Zip: _____

Phone: _____ SSN: _____

DOB: _____

State of Vermont Privacy Rules
Affirmation of Understanding
AHS Rule 08-048
January 1, 2009
Access to Information

- As a (volunteer/employee of a contractor/contractor) of the State of Vermont, I affirm that I have read the Agency of Human Services (AHS) Rule No. 08-048 entitled Consumer Information & Privacy 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 and Job Title:

Department:

Signature:

Date Signed:

**Agency of Human Services
Consumer Information and Privacy Rule**

1 Definitions

- 1.1** **“Agency”** means the Vermont Agency of Human Services or any of its departments, offices or divisions.
- 1.2** **“Consumer”** means an individual, or family who is served, voluntarily or involuntarily, by the Agency. A Consumer served by any department, office, division or program of the Agency or its Contractors or Grantees is considered to be a Consumer of the entire Agency.
- 1.4** **“Contractor”** means an individual or entity with whom the Agency has a contract to provide services.
This rule only applies to such individuals or entities when they are providing these services under the contract.
- 1.4** **“Disclose”** or **“Disclosure”** means a communication of a Consumer’s Individually Identifiable Information, an affirmation of another person’s communication of Individually Identifiable Information, or an acknowledgment of an individual’s status as a recipient of services or benefits, outside the Agency.
- 1.5** **“Employee”** means any person who works in a full-time, part-time or temporary position for the Agency. Volunteers and interns of the Agency are considered Employees and have the same obligations under this rule as Employees.
- 1.5** **“Grantee”** means an individuals or entity with whom the Agency has a grant to provide services.
This rule only applies to such individuals or entities when they are providing these services under the grant.
- 1.7** **“Individually Identifiable Information”** means information created or received by the Agency or its Contractors and Grantees that identifies a Consumer, or where there is a reasonable basis to believe the information can be used to identify a Consumer.
- 1.8** **“Inter-Disciplinary Team”** means a group of Employees, Contractors, Grantees, or other individuals who are engaged in identifying, coordinating, planning, arranging, and providing support or services to a Consumer in order to carry out the Agency’s legal obligations.

- 1.9** **“Need-to-Know”** means a Contractor, Grantee, or Employee has an actual need to access the information to perform his or her work on behalf of the Agency.
- 1.10** **“Program Administration”** means activities necessary to carry out the operations of the Agency.
This consists of establishing eligibility and scope of services and assistance for which a Consumer has applied including the identification and coordination of those services within the Agency and its Contractors and Grantees; planning, arranging, providing, funding, or paying for services and assistance for individuals and families; coordination of benefits; detecting fraud and abuse; engaging in quality control and improvement activities; emergency response or disaster relief, and complying with federal and state legal, reporting, and funding requirements.

Program administration is synonymous with agency administration and is bounded by state and federal enactments that require stricter confidentiality.

- 1.11** **“Record”** means any item, collection, or grouping of written or electronic information that includes Individually Identifiable Information that is maintained, collected, or used by the Agency, in whole or in part, to make decisions about an individual.
- 1.12** **“Share” or “Sharing”** means a communication of a Consumer’s Individually Identifiable Information, an affirmation of another person’s communication of Individually Identifiable Information, or an acknowledgment of an individual’s status as a recipient of services or benefits within the Agency and its Contractors or Grantees when they are performing work on behalf of the Agency.

2. Basic Principles

2.1 Principles of Confidentiality

The respectful treatment of Consumers includes respecting the privacy of their Individually Identifiable Information. While making every effort to meet their needs and assist them to successfully navigate the human services system.

All Individually Identifiable Information is presumed to be confidential and subject to these standards. Employees shall not Disclose the Individually Identifiable Information unless the Disclosure is authorized by the Consumer, a court, or is otherwise permitted or required by law.

Some Individually Identifiable Information is protected by federal and state confidentiality laws that have more rigorous standards which are not preempted by this rule and require informed Consumer consent before Disclosure.

2.2 Disclosures Required or Permitted by Law

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This rule is not intended to expand or diminish current provisions in law relating to disclosure of confidential information.

2.3 Information Collection

Employees shall collect and record only the minimum amount of Individually Identifiable Information needed to fulfill the goals of serving the Consumer and meeting administrative or legal obligations.

2.4 Informing Consumers

At the earliest opportunity, Employees, Grantees and Contractors shall provide a Notice of Individually Identifiable Information Practices and explain to each individual or family the Confidentiality laws that apply to Agency services. The Contractor's or Grantee's explanation shall include a description of the types of Individually Identifiable Information that may be lawfully used based on the scope of their work on behalf of the Agency and the situations in which a Consumer's consent is needed to permit a Disclosure.

3 Permissible Sharing and Disclosure

3.1 Sharing and Disclosure of Individually Identifiable Information

Except as provided in section 3.2 and for uses of Individually Identifiable Information that are permitted

or required by state and federal law, Employees, Contractors and Grantees will ensure written permission or authorization has been obtained to disclose Individually Identifiable Information with non-Agency related service providers who are involved with the Consumer's services prior to Sharing or Disclosing any information.

When the Sharing or Disclosing of information is initiated by Employees or by Contractors and Grantees performing Agency work, the permission or authorization used will contain the required information set forth in this rule in section 4.2 except as otherwise provided by law.

All Sharing and Disclosures made by Employees, Contractors, and Grantees pursuant to Consumer consent shall include only the Individually Identifiable Information necessary for the purposes for which the permission or authorization was given and shall be made only as indicated on the permission or authorization.

Under all circumstances, all Individually Identifiable Information shared among Employees, Contractors, and Grantees who are involved with providing services to the Consumer, or who administer those services, will be shared only on a Need-to-Know basis.

3.2 Information Sharing for Program Administration

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Unless otherwise prohibited or restricted by law, the Agency may disclose and Share Individually Identifiable Information without consent when required for program Administration. No Individually Identifiable Information shall be disclosed to a person or entity, unless directly connected with Agency program Administration or necessary for compliance with federal or state laws or regulations or pursuant to consumer permission or authorization.

3.3 Inter-Disciplinary Teams

Members of an Inter-Disciplinary Team may or may not need a Consumer's permission or authorization

to share Individually Identifiable Information for the purpose of engaging in identifying, coordinating, planning, arranging, and providing services to a Consumer in order to carry out the Agency's statutory obligations.

Provided no stricter confidentiality laws apply, when the Inter-Disciplinary Team consists only of Employees, Contractors and/or Grantees of the Agency, members of the team are permitted to share Individually Identifiable Information with the team without the permission or authorization of the Consumer.

When an Inter-Disciplinary Team consists of individuals in addition to Employees, Contractors, or Grantees of the Agency, the Employee, Contractor or Grantee members of the team can only Disclose Individually Identifiable Information with the entire team with the permission or authorization of the Consumer.

Specific additional permission or authorization is also needed when stricter confidentiality laws apply such as those related to mental health, HIV, substance abuse, domestic violence, vocational rehabilitation services, or Adult Protective Services.

3.4 "Non-identifiable" Information

Information that does not identify a Consumer may be used for statistical research, reporting and/or forecasting program needs.

3.5 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.

4 Procedures Related to Sharing or Disclosing Individually

4.1 Obtaining Information Permission or Authorization

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To ensure permission or authorization is informed, materials about granting permission or authorization, the Agency confidentiality guidelines, and permission or authorization forms shall be in a language and format understandable to the Consumer. Reasonable accommodations shall be made for special needs. Employees, Contractors, and Grantees shall inform Consumers that granting permission or authorization is not a pre-requisite for receiving services that they are entitled to and for which they have applied, although refusal to give permission to authorization may limit the Agency's ability to provide the best quality services.

The Employee, Contractor or Grantee also shall explain the process and benefits of Service Coordination. The Consumer shall be provided with a copy of the most current Agency confidentiality guidelines and relevant permission or authorization form, as well as any other information required by state or federal law.

4.2 Required Elements of Permission or Authorization

Permission or authorization for the Sharing or Disclosure of Individually Identifiable Information shall ordinarily be in writing. If an emergency situation requires granting of verbal permission or authorization, such verbal permission or authorization will be documented as soon as possible thereafter.

The permission or authorization shall contain the following Elements;

1. The name of the Consumer who is permitting or authorizing to have his or her Individually Identifiable Shared or Disclosed;
2. A list or description of the kinds of information to be Shared or Disclosed;
3. An explanation of the purpose for which the permission or authorization is given;
4. A list or description of those authorized to receive the information;
5. A statement that the permission or authorization may be revoked in writing at time except to the extent the permission or authorization has already been acted or relied upon;
6. The date, event, or condition upon which the permission or authorization will expire if not revoked earlier;

7. The signature of the Consumer granting permission or authorization, or the name and signature of the person with authority to do so and the date;
8. The signature of the individual explaining the permission or authorization process with his or her position, job title, and date;
9. A space to provide individualized instructions; and
10. A statement that the information will not be disclosed further unless

such disclosure is required or allowed by law.

A copy of the permission or authorization shall be provided to all signatories.

4.3 Consumer Access to Records

Unless prohibited or restricted by federal or state law or regulation, Consumers shall be permitted to view and obtain copies of their Agency records. The Agency shall have written procedures that are consistent with HIPAA which permit Consumers to review Individually Identifiable Information for accuracy and completeness and to request amendments to the information. Employees shall take reasonable steps to present records in a form accessible to the Consumer, including but not limited to large type format or verbal review. A reasonable, cost-based fee may be imposed, provided that the fee includes only the cost of copying, postage, and preparing an explanation or summary of the records as requested by the Consumer. This fee shall be waived if it would prohibit access.

5 Procedures to Protect Confidentiality

5.1 Agency Employees

The Agency shall ensure that all Employees shall be informed about this rule as well as the confidentiality protections afforded Consumers under the state and federal laws that apply to their area of employment. Employees shall sign an affirmation that they were informed and will comply with this rule.

This affirmation shall be part of their personnel file. Supervisors shall review this affirmation with Employees during evaluations. Violation of this rule may result in disciplinary action.

5.2 Written Agreements with Grantees and Contractors

The Agency shall ensure its Contractors and Grantees are aware of this rule as well as the confidentiality protections afforded Consumers under the state and federal laws that apply to their services.

Each Contractor and Grantee will inform its staff, volunteers, and interns of this rule and require them to comply with it.

5.3 Response to Third Party Non-Agency Requests for Individually Identifiable Information

An Employee Shall not respond to requests from outside the Agency for Individually Identifiable Information about a Consumer even to acknowledge that the person is or is not a Consumer, unless required or permitted to by law or authorized by the Consumer in writing.

5.4 Documentation of Disclosure

Disclosure of Consumer Individually Identifiable Information shall be documented if the request does not meet the definition of a permissible Disclosure under Section 3.

Employees shall document in writing any Individually Identifiable Information actually disclosed, along with the name of the person/ entity to whom it was Disclosed and the date of the Disclosure.

5.5 Electronic Information

The Agency Shall:

1. Ensure security procedures and policies consistent with this rule and HIPAA are established;
2. Ensure Employees are knowledgeable about the security procedures;
3. Include in its written agreements with Contractors and Grantees the requirements for Sharing and protecting electronic Individually Identifiable Information;
4. Maintain protocols limiting access to Individually Identifiable Information to only those Employees, Contractors, and Grantees who have an actual need to access the information in order to perform their work on behalf of the Agency.

5.6 Information Sharing Guidelines

The Agency shall create and follow written guidelines for the treatment of written, verbal, and electronic information. These shall be available to Consumers, Employees, Contractors, Grantees, third parties, as necessary to improve the overall understanding of this rule. The guidelines shall be updated as necessary.

DISCLOSURE AND AUTHORIZATION FORM TO OBTAIN CONSUMER REPORTS FOR VOLUNTEER PURPOSES

Please Read Carefully Before Signing the Authorization

DISCLOSURE

In considering you for employment and, if you are employed, in considering you for subsequent promotion, assignment, reassignment, retention, or discipline, ***Southeast Vermont Transit***

("The Current") may request and rely upon one or more consumer reports or investigative consumer reports about you that we obtain from a consumer reporting

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agency, such as IntelliCorp Records, Inc.

For explanation purposes:

- A "consumer report" is a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in making an employment-related decision about you. Such information may include, for example, credit information, criminal history reports, or driving records; and
- An "investigative consumer report" is a consumer report in which information on your character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with your prior employers, neighbors, friends, or associates, or with others who may have knowledge concerning any such items of information. In the event an investigative consumer report is requested about you, you are entitled to additional disclosures regarding the nature and scope of the investigation requested, as well as a written summary of your rights under the Fair Credit Reporting Act ("FCRA").

Under the FCRA, before the Company can obtain a consumer report or investigative consumer report about you for employment purposes, we must have your written authorization. Before we take adverse action on the basis, in whole or in part, of information in that report, you will be provided a copy of that report, the name, address, and telephone number of the consumer reporting agency, and a summary of your rights under the FCRA.

AUTHORIZATION

I have read and understand the foregoing Disclosure, and authorize the Company to obtain and rely upon consumer reports or investigative consumer reports in considering me for employment and, if I am employed, in considering me for subsequent promotion, assignment, reassignment, retention, or discipline. By my signature below, I authorize the Company to obtain any such reports and to share the information received with any person involved in the employment decision about me.

I do _____ do not _____ authorize you to contact *my current* employer for

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Employment and Reference Verifications (This will authorize immediate inquiries to The Human Resources Department and to any listed supervisors or references in The Employment/Reference Section of your application.)

I also agree that this Disclosure and Authorization in original, faxed, photocopied, or electronic (including electronically signed) form will be valid for any consumer reports or investigative consumer reports that may be requested about me by or on behalf of the Company.

Applicant Signature

Date

Personal Data

Last Name

First Name

Middle Name

Current Address

Dates Lived

Here

Residence: Addresses for the Past Seven Years: (include street, city, state, zip code)

Dates of

	<hr/>	<hr/>	
Used	Date of Birth	Other Names Used (including maiden name)	Years
	<hr/>	<hr/>	
	Social Security Number	Driver's License Number	State

Email address (may be used for official correspondence)

I have the right to make a request to **IntelliCorp Records, Inc**, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including sources of information, and the recipients of any reports on me which **IntelliCorp Records, Inc** has previously furnished within the two year period preceding my request. I certify that all of elements of the person data I have provided are true, accurate and complete. I understand and agree that any omission, false statement, misleading statement, or answer made by me on my application or any supplements to it and in any interviews will be sufficient grounds for rejection of employment and my discharge after employment.

<hr/>	<hr/>	
Printed Name	Applicant Signature	Date

**INFORMATION FOR INTELLICORP CUSTOMERS ON
ADDITIONAL STATE LAW REQUIREMENTS**

DISCLAIMER: THE DISCLOSURE AND AUTHORIZATION FORM, AND THE DISCUSSION OF STATE REQUIREMENTS BELOW, ARE NOT MEANT TO PROVIDE LEGAL ADVICE OF ANY KIND. LEGAL ADVICE SHOULD BE SOUGHT FROM YOUR ATTORNEY IN CONNECTION WITH THE USE OF THESE FORMS OR THE DETERMINATION OF STATE LAW REQUIREMENTS THAT MAY BE APPLICABLE TO YOU. INTELICORP RECORDS, INC. MAKES NO CLAIMS, PROMISES OR GUARANTEES ABOUT THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

IN ADDITION TO THE FOREGOING DISCLOSURE AND AUTHORIZATION FORM NEEDED TO COMPLY WITH THE FEDERAL FAIR CREDIT REPORTING ACT, VARIOUS STATES IMPOSE ADDITIONAL DISCLOSURE OR OTHER OBLIGATIONS ON EMPLOYERS WHEN THEY OBTAIN CONSUMER REPORTS OR INVESTIGATIVE CONSUMER REPORTS ON EMPLOYEES OR APPLICANTS.

THE FOLLOWING IS A SUMMARY OF POSSIBLE STATE REQUIREMENTS.

1. WITH REGARD TO INDIVIDUALS WHO ARE OR WILL BE EMPLOYED IN CALIFORNIA, MINNESOTA, AND OKLAHOMA, you should add the following language to the end of the Authorization:

- You may request a free copy of any consumer report or investigative consumer report we obtain on you by checking the box.

2. WITH REGARD TO INDIVIDUALS WHO ARE OR WILL BE EMPLOYED IN CALIFORNIA:

Under California Civil Code §§ 1786.16(a)(2) and 1786.22, the following additional disclosure should be provided before procuring a consumer report:

We will be obtaining a consumer report from [name, address, and telephone number of the consumer reporting agency]. You have the right to request from that agency, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which the agency has previously furnished within the three-year period preceding your request. You may view the file maintained on you by the agency during normal business hours. You may also

obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

3. WITH REGARD TO INDIVIDUALS WHO ARE OR WILL BE EMPLOYED IN NEW YORK:

Under Article 25 Section 380-g of the New York General Business Law, if an employer receives a consumer report containing criminal conviction information, the employer must provide the applicant or employee who is the subject of the report, a printed or electronic copy of Article 23-A of the New York Correction Law, which governs the employment of persons previously convicted of one or more criminal offenses.

ADDITIONAL NOTES:

- A. If you intend to obtain a "credit report" to be used for employment purposes, you should be aware that a number of states have enacted laws to limit the use of such reports, and other states are considering such legislation. A "credit report" is a type of consumer report that contains information on a consumer's credit worthiness, credit standing, or credit capacity. A good source of information about state law restrictions on the use of credit reports for employment purposes is:**

<http://www.ncsl.org/issues-research/banking/use-of-credit-information-in-employment-2011-legis.aspx>

- B. A number of states, through statutes or administrative regulations, also impose limitations on employers asking applicants about arrests and/or convictions. You should review your state's laws and regulations in this regard.**