House Calendar

Friday, February 20, 2026

46th DAY OF THE ADJOURNED SESSION

House Convenes at 9:30 A.M.

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ORDERS OF THE DAY

ACTION CALENDAR

Committee Bill for Second Reading

H. 907

An act relating to legislative review of reporting requirements

(Rep. Nugent of South Burlington will speak for the Committee on Government Operations and Military Affairs.**)**

NOTICE CALENDAR

Favorable with Amendment

H. 205

An act relating to agreements not to compete

Rep. Duke of Burlington, for the Committee on Commerce and Economic Development, recommends that the bill be amended by striking out all after the enacting clause and inserting in lieu thereof the following:

Sec. 1. [Deleted.]

Sec. 2. 21 V.S.A. § 495q is added to read:

§ 495q. AGREEMENTS NOT TO COMPETE; PROHIBITION; EXCEPTIONS; NOTICE; EMPLOYEE RIGHTS

(a) Legislative intent. It is the intent of the General Assembly to discourage the use of agreements not to compete except in rare circumstances in which the agreement is the result of a bargained-for exchange that furthers legitimate commercial interests. Agreements not to compete between an employer and a nonexempt employee, per the Fair Labor Standards Act, 29 U.S.C. §§ 201–219, are presumptively coercive and a restraint on trade.

(b) Definitions. As used in this section:

(1)(A) "Agreement not to compete" means an agreement between an employer and an employee that restricts the employee after separating from employment from performing:

(i) work for another employer for a specified period of time;

(ii) work in a specified geographical area; or

(iii) work for another employer in a capacity similar to the employee's work for the employee's former employer that is party to the agreement.

(B) "Agreement not to compete" does not include:

(i) an agreement that prohibits the disclosure of trade secrets as defined in 9 V.S.A. § 4601 or a nondisclosure agreement that protects confidential business information that does not constitute a trade secret;

(ii) a nonsolicitation agreement between an employer and an employee, provided that the limitations set forth in the agreement are reasonable in time, geographical area, and the scope of activity to be restrained; or

(iii) contracts with teachers pursuant to 16 V.S.A. § 1752(a).

(2) "Health care provider" means a person licensed, certified, or authorized by law to provide professional health care service in this State to an individual during that individual's medical care, treatment, or confinement.

(3) "Health care service" means any treatment or procedure delivered by a health care provider to maintain an individual's physical or mental health or to diagnose or treat an individual's physical or mental condition, including services ordered by a health care provider, chronic care management, preventive care, wellness services, and medically necessary services to assist in activities of daily living.

(4)(A) "Nonsolicitation agreement" means an agreement of not more than one year in duration between an employer and employee pursuant to which the employee agrees not to:

(i) solicit or recruit the employer's employees; or

(ii) solicit business with customers or clients of the employer that were customers or clients while the employee was employed by the employer.

(B) Notwithstanding subdivision (A) of this subdivision (b)(4), it shall not be a violation of a nonsolicitation agreement for a separating health care provider to provide notice of the provider's change of employment to individuals to whom the separating provider provided direct health care service. The notice shall include:

(i) that the health care provider is continuing to practice the provider's profession;

(ii) the health care provider's new professional contact information; and

(iii) the individual's right to choose a provider.

(5) "Severance agreement" means an agreement between an employer and employee pursuant to which the employee voluntarily agrees to leave employment with the employer for a sum of money or other consideration, including nonqualified deferred compensation plans.

(6) "Total annual compensation" includes salary, commissions, nondiscretionary bonuses, contributions to retirement plans, and other nondiscretionary compensation earned during a calendar year. Total annual compensation does not include board, lodging, payments for medical insurance, payments for life insurance, or the cost of other similar benefits.

(c) Prohibition. An agreement not to compete, including an agreement not to compete contained within a contract, is void and unenforceable.

(d) Exceptions. Nothing in this section shall be construed to prohibit an individual from entering into an agreement not to compete in relation to:

(1) the sale of all or substantially all of the individual's ownership interest in:

(A) a business or its operating assets; or

(B) a subsidiary or division of a business or the operating assets of a subsidiary or division of a business;

(2) the dissolution of a partnership in which the individual is a partner or the dissociation of the individual from a partnership;

(3) the dissolution of a limited liability company in which the individual is a member or the termination of an individual's interest in a limited liability company;

(4) a severance agreement, provided that the limitations set forth in the agreement are reasonable in:

(A) time, provided further that the limitation on time cannot exceed the number of weeks or months of pay, however appropriately calculated, that the employer offers to the employee in consideration to sign the agreement;

(B) geographical area; and

(C) the scope of activity to be restrained;

(5) an agreement permitted under rules approved by the Securities and Exchange Commission; or

(6) an agreement with an exempt employee, per the Fair Labor Standards Act, that meets each of the following criteria:

(A) the agreement is individually negotiated between the employer and the employee;

(B) the employee earns at least 300 percent of the State minimum wage in total annual compensation;

(C) the agreement is necessary to protect a significant business interest of the employer, other than an interest in preventing ordinary competition, where the employee's subsequent employment would inherently result in a material risk to the employer's business; and

(D) the limitations set forth in the agreement are reasonable in time, geographical area, and scope as set forth in subdivision (4) of this subsection (d) and are no broader than required to protect the employer's legitimate interests.

(e) Health care providers. Notwithstanding subdivision (d) of this section, any contract or agreement that creates or establishes the terms of a partnership, employment, or any other form of professional relationship with a health care provider regarding the provider's provision of health care services in this State shall be void, unenforceable, and against public policy if the contract or agreement:

(1) includes any restriction of the right of such health care provider to provide health care services in any geographical area for any period of time after the termination of such partnership, employment, or professional relationship, with respect to such restriction;

(2) makes the agreement subject to the laws of another state; or

(3) requires any litigation arising out of the agreement to be conducted in another state.

(f) Notice and opportunity to review.

(1) An employer requiring a prospective employee to sign an agreement not to compete that is in accordance with subdivision (d)(6) of this section shall:

(A) Provide the prospective employee with the proposed agreement at the time the offer of employment to the prospective employee is made.

(B) Not rescind the offer of employment to the prospective employee any earlier than three business days after the prospective employee receives the agreement not to compete. The employer may rescind the offer within three business days if the employer discovers information about the prospective employee that supports recission of the offer.

(2) An employer requiring a current employee to sign an agreement not to compete that is in accordance with subdivision (d)(6) of this section shall provide the employee with the proposed agreement and give the employee at least three business days to consider the agreement not to compete before signing it.

(g) Collective bargaining. Nothing in this section shall be construed to limit, alter, or modify the terms, conditions, or provisions of a collective bargaining agreement entered into between an employer and a labor organization representing employees.

(h) Employee rights. The provisions against retaliation in subdivision 495(a)(8) of this title and the penalty and enforcement provisions of section 495b of this title shall apply to this section.

(i) Posting. An employer shall post notice of the provisions of this section in a form provided by the Commissioner in a place conspicuous to employees at the employer's place of business.

(j) Effective date. The provisions of this section shall apply to all agreements not to compete entered into on or after July 1, 2026.

Sec. 3. 21 V.S.A. § 495r is added to read:

§ 495r. STAY-OR-PAY PROVISIONS; RESTRICTIONS; EXCEPTIONS; NOTICE; EMPLOYEE RIGHTS

(a) As used in this section, "stay-or-pay provision" means an agreement between an employer and an employee that requires the employee to pay the employer upon the employee's separation from employment. Stay-or-pay provisions take a variety of forms, including training repayment provisions, educational repayment contracts, quit fees, damages clauses, sign-on bonuses, relocation expenses, and other types of cash payments tied to a mandatory stay period.

(b) It shall be an unlawful employment practice for an employer to require an employee to pay the employer, pursuant to a stay-or-pay provision, following an employee's separation from employment.

(c) Notwithstanding subsection (b) of this section, a stay-or-pay provision shall not be an unlawful employment practice if:

(1) the employee voluntarily agrees to the provision in exchange for a benefit;

(2) the repayment amount is reasonable and does not exceed the cost to the employer of the benefit received by the employee;

(3) the repayment amount is specific and provided to the employee before the employee agrees to the provision;

(4) the length of the stay period associated with the provision is reasonable based upon a number of factors, including:

(A) the cost of the benefit bestowed;

(B) the value of the benefit to the employee; and

(C) whether the repayment amount decreases over the course of the stay period; and

(5) the provision only requires repayment if:

(A) the employee voluntarily separates from employment;

(B) the employee is separated from employment during the first six months of the employee's probationary period; or

(C) the employee is terminated for cause.

(d) Nothing in this section shall be construed to limit, alter, or modify the terms, conditions, or provisions of a collective bargaining agreement entered into between an employer and a labor organization representing employees.

(e) An employer shall not retaliate against an employee who exercises or attempts to exercise the rights provided under this section, including opting not to enter into a stay-or-pay provision. The provisions against retaliation in subdivision 495(a)(8) of this title and the penalty and enforcement provisions of section 495b of this title shall apply to this section.

(f) An employer shall post notice of the provisions of this section in a form provided by the Commissioner in a place conspicuous to employees at the employer's place of business.

(g) The provisions of this section shall apply to all stay-or-pay agreements entered into on or after July 1, 2026.

Sec. 4. EFFECTIVE DATE

This act shall take effect on July 1, 2026.

(Committee Vote: 10-1-0)

H. 639

An act relating to genetic data privacy

Rep. Olson of Starksboro, for the Committee on Commerce and Economic Development, recommends that the bill be amended by striking out all after the enacting clause and inserting in lieu thereof the following:

Sec. 1. 9 V.S.A. chapter 61A is added to read:

CHAPTER 61A. DATA PRIVACY

Subchapter 1. Genetic Information Privacy

§ 2421a. SHORT TITLE AND DEFINITIONS

(a) This subchapter shall be known, and may be cited, as the "Genetic Information Privacy Act."

(b) As used in this subchapter:

(1) "Affirmative authorization" means an action that demonstrates an intentional decision by a consumer.

(2) "Biological sample" means any material part of the human, discharge therefrom, or derivative thereof, such as tissue, blood, urine, or saliva, known to contain deoxyribonucleic acid (DNA).

(3)(A) "Biometric data" means data generated from the technological processing of a consumer's unique biological, physical, or physiological characteristics that allow or confirm the unique identification of the consumer, including:

(i) iris or retina scans;

(ii) fingerprints;

(iii) facial or hand mapping, geometry, or templates;

(iv) vein patterns;

(v) voice prints or vocal biomarkers; and

(vi) gait or personally identifying physical movement or patterns.

(B) "Biometric data" does not include:

(i) a digital or physical photograph;

(ii) an audio or video recording; or

(iii) any data generated from a digital or physical photograph, or an audio or video recording, unless such data is generated to identify a specific consumer.

(4) "Consumer" means an individual who is a Vermont resident.

(5) "Dark pattern" means a user interface designed or manipulated with the substantial effect of subverting or impairing user autonomy, decision making, or choice.

(6) "Direct-to-consumer genetic testing company" means an entity that:

(A) sells, markets, interprets, or otherwise offers consumer-initiated genetic testing products or services directly to consumers;

(B) analyzes genetic data obtained from a consumer, except to the extent that the analysis is performed by a person licensed in the healing arts for diagnosis or treatment of a medical condition; or

(C) collects, uses, maintains, or discloses genetic data that is:

(i) collected or derived from a direct-to-consumer genetic testing product or service; or

(ii) directly provided by a consumer.

(7) "Disclose," "disclosing," or "disclosure" means to solicit, sell, assign, transfer, give, provide, or trade, whether or not for valuable consideration.

(8) "Express consent" means a consumer's affirmative authorization to grant permission in response to a clear, meaningful, and prominent notice regarding the collection, use, maintenance, or disclosure of genetic data for a specific purpose. Express consent cannot be inferred from inaction. Agreement obtained through the use of dark patterns does not constitute express consent.

(9)(A) "Genetic data" means any data, regardless of its format, that results from the analysis of a biological sample from a consumer, or from another element enabling equivalent information to be obtained, and concerns genetic material. Genetic material includes deoxyribonucleic acids (DNA), ribonucleic acids (RNA), genes, chromosomes, alleles, genomes, alterations or modifications to DNA or RNA, single nucleotide polymorphisms (SNPs), uninterpreted data that results from the analysis of the biological sample, and any information extrapolated, derived, or inferred therefrom.

(B) "Genetic data" does not include deidentified data. For purposes of this subdivision (B), "deidentified data" means data that cannot be used to

infer information about, or otherwise be linked to, a particular individual, provided that the business that possesses the information:

(i) takes reasonable measures to ensure that the information cannot be associated with a consumer or household;

(ii) publicly commits to maintain and use the information only in deidentified form and not to attempt to reidentify the information, except that the business may periodically attempt to reidentify the information solely for the purpose of determining whether its deidentification processes satisfy the requirements of this subdivision (B), on the express condition that the business does not use or disclose any information reidentified in this process and destroys the reidentified information upon completion of that periodic assessment; and

(iii) contractually obligates any recipients of the information to take reasonable measures to ensure that the information cannot be associated with a consumer or household and to commit to maintaining and using the information only in deidentified form and not to reidentify the information.

(C) "Genetic data" does not include data or a biological sample to the extent that data or a biological sample is collected, used, maintained, and disclosed:

(i) exclusively for scientific research conducted by an investigator with an institution that holds an assurance with the U.S. Department of Health and Human Services pursuant to 45 C.F.R. Part 46; or

(ii) in compliance with all applicable federal and State laws and regulations for the protection of human subjects in research, including the:

(I) Common Rule, 45 C.F.R. Part 46;

(II) U.S. Food and Drug Administration regulations pursuant to 21 C.F.R. Parts 50 and 56; and

(III) Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

(10) "Genetic testing" means any laboratory test of a biological sample from a consumer for the purpose of determining information concerning genetic material contained within the biological sample, or any information extrapolated, derived, or inferred therefrom.

(11) "Person" means an individual, partnership, corporation, association, business, business trust, or legal representative of an organization.

(12)(A) "Publicly available information" means information that is made available through federal, state, or local government records or to the general public from widely distributed media.

(B) "Publicly available information" does not include:

(i) biometric data collected by a business about a consumer without the consumer's knowledge;

(ii) information that is collated and combined to create a consumer profile that is made available to a user of a publicly available website either in exchange for payment or free of charge;

(iii) information that is made available for sale;

(iv) an inference that is generated from the information described in subdivision (ii) or (iii) of this subdivision (12)(B);

(v) any obscene visual depiction, as defined in 18 U.S.C. § 1460;

(vi) personal data that is created through the combination of personal data with publicly available information;

(vii) genetic data, unless otherwise made publicly available by the consumer to whom the information pertains;

(viii) information provided by a consumer on a website or online service made available to all members of the public, for free or for a fee, where the consumer has maintained a reasonable expectation of privacy in the information, such as by restricting the information to a specific audience; or

(ix) intimate images, authentic or computer generated, known to be nonconsensual.

(13) "Service provider" means a sole proprietorship, partnership, limited liability company, corporation, association, or other legal entity that is involved in the collection, transportation, or analysis of the consumer's biological sample or extracted genetic material:

(A) on behalf of a direct-to-consumer genetic testing company;

(B) on behalf of any other company that collects, uses, maintains, or discloses genetic data collected or derived from a direct-to-consumer genetic testing product or service; or

(C) that is directly provided by a consumer.

§ 2421b. REQUIREMENTS

(a) Privacy terms and consent. To safeguard the privacy, confidentiality, security, and integrity of a consumer's genetic data, a direct-to-consumer genetic testing company shall:

(1) provide clear and complete information regarding the company's policies and procedures for the collection, use, maintenance, and disclosure, as applicable, of genetic data by making available to a consumer all of the following:

(A) a summary of its privacy practices, written in plain language, that includes information about the company's collection, use, maintenance, and disclosure, as applicable, of genetic data;

(B) a prominent and easily accessible privacy notice that includes, at a minimum, complete information about the company's data collection, consent, use, access, disclosure, maintenance, transfer, security, and retention and deletion practices; and

(C) a notice that the consumer's deidentified genetic or phenotypic information may be shared with or disclosed to third parties for research purposes in accordance with 45 C.F.R. Part 46; and

(2) obtain a consumer's express consent for the collection, use, and disclosure of the consumer's genetic data, including, at a minimum, separate and express consent for each of the following:

(A) the use of the genetic data collected through the genetic testing product or service offered to the consumer, including:

(i) who has access to genetic data;

(ii) how genetic data may be shared; and

(iii) the specific purposes for which the data will be collected, used, and disclosed;

(B) the storage of a consumer's biological sample after the initial testing requested by the consumer has been fulfilled;

(C) each use of genetic data or the biological sample beyond the primary purpose of the genetic testing or service;

(D) each transfer or disclosure of the consumer's genetic data or biological sample to a third party other than a service provider, including the name of the third party to which the consumer's genetic data or biological sample will be transferred or disclosed and the intended purpose of said transfer, except that a company shall not require a consumer to expressly

consent to the actions in this subdivision (D) in order to receive the services ordered from the company by the consumer; and

(E) the marketing or facilitation of marketing to a consumer based on the consumer's genetic data or the marketing or facilitation of marketing by a third party based upon the consumer having ordered, purchased, received, or used a genetic testing product or service.

(b) Marketing exception.

(1) Subdivision (a)(2)(E) of this section does not require a direct-to-consumer genetic testing company to obtain a consumer's express consent to market to the consumer on the company's own website or mobile application based upon the consumer having ordered, purchased, received, or used a genetic testing product or service from that company if the content of the advertisement does not depend upon any information specific to that consumer. Nothing in this subdivision alters, limits, or negates the requirements of any other antidiscrimination law or targeted advertising law.

(2) Any advertisement of a third-party product or service presented to a consumer pursuant to subdivision (1) of this subsection or subdivision (a)(2)(E) of this section shall be prominently labeled as advertising content and be accompanied by the name of any third party that has contributed to the placement of the advertising. If applicable, the advertisement also shall clearly indicate that the advertised product or service, and any associated claims, have not been vetted or endorsed by the direct-to-consumer genetic testing company.

(c) Revoking consent.

(1) A direct-to-consumer genetic testing company that is subject to the requirements in subdivision (a)(2) of this section shall provide effective mechanisms for a consumer to withdraw consent provided pursuant to this subchapter that is at least as easy as the mechanism by which the consumer provided the consent, at least one of which utilizes the primary medium through which the company communicates with consumers.

(2) If a consumer revokes consent pursuant to subdivision (1) of this subsection, the direct-to-consumer genetic testing company shall:

(A) honor the consumer's consent revocation as soon as practicable, but not later than 30 days after the individual revokes consent; and

(B) if the revocation is related to the storage or use of a consumer's biological sample, destroy the consumer's biological sample not later than 30 days after receipt of the revocation of consent.

(d) Data security and access.

(1) A direct-to-consumer genetic testing company shall:

(A) implement and maintain reasonable security procedures and practices to protect a consumer's genetic data against unauthorized access, destruction, use, modification, or disclosure;

(B) develop procedures and practices to enable a consumer to easily:

(i) access the consumer's genetic data;

(ii) delete the consumer's account and genetic data, except for genetic data that is required to be retained by the company to comply with applicable legal and regulatory requirements; and

(iii) request to have and have the consumer's biological sample destroyed; and

(C) upon a request from a consumer to delete the consumer's genetic data or to destroy the consumer's biological sample pursuant to subdivision (B)(ii) or (iii) of this subdivision (d)(1), notify any third party, including service providers, that have received the consumer's data or sample from the company to delete the consumer's data or destroy the consumer's sample not later than 30 days after the consumer makes the request.

(2) Genetic data and biological samples of consumers shall not be stored within the territorial boundaries of any country currently sanctioned in any way by the U.S. Office of Foreign Assets Control or designated as a foreign adversary under 15 C.F.R. § 7.4(a).

(3) Genetic data or biometric data of consumers shall only be transferred or stored outside the United States with the express consent of the consumer.

(e) Contracts.

(1) A contract between a direct-to-consumer genetic testing company and a service provider shall prohibit the service provider from:

(A) retaining, using, or disclosing the biological sample, genetic data, or any information regarding the identity of the consumer, including whether that consumer has solicited or received genetic testing, for a commercial purpose other than providing the services specified in the contract with the business; and

(B) associating or combining the biological sample, genetic data, or any information regarding the identity of the consumer, including whether that consumer has solicited or received genetic testing, with information the service

provider has received from or on behalf of another person or persons, or has collected from its own interaction with consumers or as required by law.

(2) Upon the termination of a contract between a direct-to-consumer genetic testing company and a service provider, the service provider shall:

(A) immediately destroy all genetic data the service provider retained during the contractual period with the testing company pursuant to subdivision (1)(A) of this subsection (e); and

(B) not disclose, transfer, or sell genetic data to a third party before it destroys the genetic data pursuant to subdivision (A) of this subdivision (2).

(f) Discrimination. A person or public entity shall not discriminate against a consumer because the consumer exercised any of the consumer's rights under this subchapter by:

(1) denying goods, services, or benefits to the consumer;

(2) charging different prices or rates for goods or services, including through the use of discounts or other incentives, or imposing penalties;

(3) providing a different level or quality of goods, services, or benefits to the consumer;

(4) suggesting that the consumer will receive a different price or rate for goods, services, or benefits, or a different level or quality of goods, services, or benefits; and

(5) considering the consumer's exercise of rights under this subchapter as a basis for suspicion of criminal wrongdoing or unlawful conduct.

(g) Nondisclosure and warrant requirement. Notwithstanding any other provision in this section, a direct-to-consumer genetic testing company shall not disclose:

(1) a consumer's genetic data to any entity that is responsible for administering or making decisions regarding health insurance, life insurance, long-term care insurance, disability insurance, or employment, or to any entity that provides advice to an entity that is responsible for performing those functions; or

(2) any information about a consumer to a government entity, including the consumer's genetic data or name:

(A) without a search warrant issued by a court on a finding of probable cause; or

(B) unless the consumer whose information is sought provides express consent to the disclosure upon being notified by the direct-to-consumer genetic testing company.

§ 2421c. ENFORCEMENT

(a) A direct-to-consumer genetic testing company or service provider that violates this subchapter or rules adopted pursuant to this subchapter commits an unfair and deceptive act in commerce in violation of section 2453 of this title.

(b) The Attorney General shall have the same authority under this subchapter to make rules, conduct civil investigations, bring civil actions, and enter into assurances of discontinuance against any person as provided under chapter 63 of this title.

§ 2421d. APPLICABILITY

(a) The provisions of this subchapter shall not reduce a direct-to-consumer genetic testing company's duties, obligations, requirements, or standards under any applicable State and federal laws for the protection of privacy and security.

(b) In the event of a conflict between the provisions of this subchapter and any other law, the provisions of the law that afford the greatest protection for the right of privacy for consumers shall control.

(c) This subchapter shall not apply to any of the following:

(1) protected health information that is collected, maintained, used, or disclosed by a covered entity or business associate governed by the privacy, security, and breach notification rules issued by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164, established pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Pub. L. No. 111-5;

(2) a covered entity governed by the privacy, security, and breach notification rules issued by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164, established pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, to the extent that the provider or covered entity maintains, uses, and discloses genetic information in the same manner as medical information or protected health information, as described in subdivision (1) of this subsection;

(3) a business associate of a covered entity governed by the privacy, security, and data breach notification rules issued by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164, established pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, to the extent that the business associate maintains, uses, and discloses genetic information in the same manner as medical information or protected health information, as described in subdivision (1) of this subsection;

(4) scientific research or educational activities conducted by a public or private nonprofit postsecondary educational institution that holds an assurance with the U.S. Department of Health and Human Services pursuant to 45 C.F.R. Part 46, to the extent that the scientific research and educational activities conducted by that institution comply with all applicable federal and State laws and regulations for the protection of human subjects in research, including the Common Rule pursuant to 45 C.F.R. Part 46, U.S. Food and Drug Administration regulations pursuant to 21 C.F.R. Parts 50 and 56, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g;

(5) tests conducted exclusively to diagnose whether an individual has a specific disease, to the extent that all persons involved in the conduct of the test maintain, use, and disclose genetic information in the same manner as medical information or protected health information, as described in subdivision (1) of this subsection; and

(6) genetic data used or maintained by an employer, or disclosed by an employee to an employer, to the extent that the use, maintenance, or disclosure of that data is necessary to comply with a local, State, or federal workplace health and safety ordinance, law, or regulation.

(d) Nothing in this subchapter shall be construed to affect access to publicly available information.

Sec. 2. EFFECTIVE DATE

This act shall take effect on July 1, 2026.

(Committee Vote: 10-1-0)

Favorable

H. 542

An act relating to terminating testing of schools in Vermont for polychlorinated biphenyls

Rep. Conlon of Cornwall, for the Committee on Education, recommends that the bill ought to pass.

(Committee Vote: 9-2-0)

H. 694

An act relating to approval of amendments to the charter of the Town of Bennington concerning the Town Manager

Rep. Pinsonault of Dorset, for the Committee on Government Operations and Military Affairs, recommends that the bill ought to pass.

(Committee Vote: 10-0-1)

CONSENT CALENDAR FOR ACTION

Concurrent Resolutions for Adoption Under Joint Rules 16a - 16d

The following concurrent resolutions have been introduced for approval by the Senate and House and will be adopted automatically unless a Senator or Representative requests floor consideration in that member's chamber before today's adjournment. Requests for floor consideration in either chamber should be communicated to the Senate Secretary's Office or the House Clerk's Office, as applicable. For text of resolutions, see Addendum to House Calendar of February 19, 2026.

H.C.R. 204

House concurrent resolution congratulating the National Hanger Company of North Bennington on its centennial anniversary

H.C.R. 205

House concurrent resolution honoring Maria Blair on her exemplary career as a dedicated staff member at the Joint Fiscal Office

H.C.R. 206

House concurrent resolution commemorating the 160th anniversary of the Park-McCullough Historic Governor's Mansion in Bennington

H.C.R. 207

House concurrent resolution congratulating the Grand Isle Volunteer Fire Department on 75 years of serving the community

H.C.R. 208

House concurrent resolution honoring Selectboard Chair Alyssa Joyce Johnson for her dedicated service on behalf of the Town of Waterbury and applauding the good work she facilitated during her tenure

H.C.R. 209

House concurrent resolution in memory of former West Windsor Town Moderator Matthew T. Birmingham III

H.C.R. 210

House concurrent resolution honoring Ripton Selectboard Chair Laureen Cox for her exemplary municipal public service

H.C.R. 211

House concurrent resolution honoring the decades of extraordinary civic participation and leadership of Lexa and Steve Clark in the Town of Jamaica

For Informational Purposes

ANNOUNCEMENT: PUBLIC HEARING ON PROPOSED CHANGES TO THE DEPARTMENT OF MOTOR VEHICLES' INSPECTION MANUAL AND S.211

The Vermont Senate Committee on Transportation will hold a **public hearing on February 24 from 5:00 p.m. to 7:00 p.m.** in Room 10 of the State House. Interested parties may attend the hearing in person or virtually.

The Committee will take testimony on the proposed changes to the Department of Motor Vehicles' Inspection Manual and S.211, a bill that proposes to require that motor vehicles be inspected every two years. Proposed changes to the Inspection Manual can be reviewed on the Committee's website. **Anyone interested in testifying must sign up in advance of the hearing through the following online form no later than 5:00 p.m. on February 18.** For those planning to testify, instructions on how to access and participate in the hearing will be sent the morning of the hearing.

Online sign-up form: https://legislature.vermont.gov/s211-public-hearing

For those not planning to testify, the hearing will be available to watch live on YouTube at the following link:
https://legislature.vermont.gov/committee/streaming/senate-transportation.

Written testimony is encouraged and can be submitted through email at testimony@leg.state.vt.us or mailed to the Senate Committee on Transportation, c/o Megan Cannella, 115 State Street, Montpelier, VT 05633. For more information about the format of this event, contact Megan Cannella at Megan.Cannella@vtleg.gov.

CROSSOVER DATES

The Joint Rules Committee established the following crossover dates:

(1) All **Senate/House** bills must be reported out of the last committee of reference (including the Committees on Appropriations and Finance/Ways and Means, except as provided below in (2) and the exceptions listed below) on or before **Friday, March 13, 2026**, and filed with the Secretary/Clerk so they may be placed on the Calendar for Notice the next legislative day – Committee bills must be voted out of Committee by **Friday, March 13, 2026**.

(2) All **Senate/House** bills referred pursuant to Senate Rule 31 or House Rule 35(a) to the Committees on Appropriations and Finance/Ways and Means must be reported out by the last of those committees on or before **Friday, March 20, 2026**, and filed with the Secretary/Clerk so they may be placed on the Calendar for Notice the next legislative day.

Exceptions to the foregoing deadlines include the major money bills (the general Appropriations bill ("The Big Bill"), the Transportation Capital bill, the Capital Construction bill, and the Fee/Revenue bills).

HOUSE CONCURRENT RESOLUTION (H.C.R.) PROCESS

Joint Rules 16a–16d provide the procedure for the General Assembly to adopt concurrent resolutions pursuant to the Consent Calendar. Here are the steps for Representatives to introduce an H.C.R. and to have it ceremonially read during a House session:

1. Meet with or email Legislative Counselor Michael Chernick regarding your H.C.R. draft request. Come prepared with an idea and any relevant supporting documents.

2. Have a date in mind if you want a ceremonial reading. You should communicate with Counselor Chernick **at least two weeks prior** to the week you want your ceremonial reading to happen.

3. Counselor Chernick will draft your H.C.R., and Resolutions Editor and Coordinator Jill Pralle will edit it. Upon completion of this process, a paper or electronic copy will be released to you. If a paper copy is released to you, a sponsor sign-out sheet will also be included.

4. Please submit a final sponsor list (with all sponsors listed) to Counselor Chernick by paper *or* electronically, but not both.

5. The final list of sponsors needs to be submitted, by email *or* on a paper sign-out sheet, to Counselor Chernick **not later than 1:00 p.m. the Wednesday of the week prior** to the H.C.R.'s appearance on the Consent Calendar.

6. The Office of Legislative Counsel will then send your H.C.R. to the House Clerk's Office for incorporation into the Consent Calendar and House Calendar Addendum for the following week.

7. The week that your H.C.R. is on the Consent Calendar, any presentation copies that you requested will be mailed or available for pickup on Friday, after the House and Senate adjourn, which is when your H.C.R. is adopted pursuant to Joint Rules.

8. Your H.C.R. can be ceremonially read during a House session once it is adopted, meaning it must have been adopted through the House Consent Calendar not later than the week prior to your requested ceremonial reading date. Contact Second Assistant Clerk Courtney Reckord to confirm your requested ceremonial reading date.

9. A Note: If there is a **specific date, week, or month that your resolution must be read** (e.g. to designate a specified period of time or to recognize a group on a certain day), please inform Second Assistant Clerk Courtney Reckord as soon as possible, so she can reserve that date in advance. You do not need to have the resolution drafted by then.

JOINT FISCAL COMMITTEE NOTICES

Grants and Positions that have been submitted to the Joint Fiscal Committee by the Administration, under 32 V.S.A. §5(b)(3)(D):

JFO #3271: $218,385.00 to the Vermont Center for Crime Victim Services from the U.S. Department of Justice. Funds will be used to

consolidate data into one case management system. *[Received January 27, 2026]*

JFO #3272: $195,053,740.00 to the Vermont Agency of Human Services, Central Office from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services. Participation in the Rural Health Transformation Plan (RHTP) will help to ensure long-term health care system sustainability in Vermont. This grant includes two (2) limited-service positions (LSP): one (1) Health Care Reform Integration Manager to the Office of Health Care Reform and one (1) Financial Manager II to the Agency of Human Services Central Office. Both limited positions are expected to last through 9/30/2031. *[Received January 27, 2026]*