DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: **Contract** Agreement #: **20807** Form of Agreement: **Amendment** Amendment #: **2**

Received in BO

Name of Recipient: **Theresa Fortner** Vendor #: **299336**

SEP 26 2012

Program Manager : **Jenney Samuelson** Phone #: **802-872-7532**

PO Attached _____
Packing Slip _____

Agreement Manager: **Kate Jones** Phone #: **802-879-8256**

Brief Explanation of Agreement: **Increase maximum amount, add one year to contract term, and add to Scope of Work**

Start Date: **11/15/2011** End Date: **10/31/2013** Maximum Amount: **$72,135.00**

Amendments Only: Maximum Prior Amount: **$33,395.00** Percentage of Change: **116.00%**

Bid Process (Contracts Only): ☐ Standard ☐ Simplified ☒ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source

Global Commitment 93.778	**$72,135.00**		

Contents of Attached Packet

☒ AA-14
☒ Sole Source Memo
☐ Qualitative/Justification Memo
☐ Attachments A, B, C & F
☐ Attachment D - Modifications to C & F
☐ Attachment E - Business Associate Agreement
☐ Attachment G - Academic Research
☐ MOU
☒ Other: **Base & Amendment 1**

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**			
DVHA BO	**Jill Gould**	[illegible]	9/7/12	9/15/12
DVHA Commissioner or Designee	**Mark Larson, Commissioner**	[illegible]	9.24.12	9.25.12
AHS Attorney General	**Seth Steinzor, AAG**	SJ		10/12/12
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office	**Martha Giglio**	MG		10/23/12
AHS Secretary	**Doug Racine, Sec**			

Vision Account Codes: **3410010000 /507600 /20405 /41628** 38,740 Exp FY13 [illegible]

☐ FFATA Entry ☐ Grant Tracking Module Vision PO #: 3977 Initials & Date: ET 11/27/12 Approval & B/C: [illegible]

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION - - - - - - - - - - - Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA **Contract #:** 20807 **Amendment #:** 2

Vendor Name: Fortner, Theresa VISION Vendor No: 299336

Vendor Address: 268 Rudgate Road, Colchester, VT, 05446

Starting Date: 11/15/2011 **Ending Date:** 10/31/2013 **Amendment Date:** 11/1/2012

Summary of agreement or amendment: Increasing the maximum amount, extending the contract one year, and adding to the Scope of Work

II. FINANCIAL INFORMATION

Maximum Payable: $72,135.00 Prior Maximum: $ 33,395.00 Prior Contract # (If Renewal):

Current Amendment: $38,740.00 Cumulative amendments: $ 39,735.00 % Cumulative Change: 122.64 %

Business Unit(s): 3410; ; - [notes:] **VISION Account(s): 20405;** 507600

II. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☒ Yes ☐ No

Estimated Funding Split:	G-Fund %	S-Fund %	F-Fund %	GC-Fund 100.00 %	Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☐ Standard bid or RFP ☐ Simplified Bid ☒ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing ☐ Information Technology ☐ Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? ☐ Yes ☒ No

VII. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)

☒ Yes ☐ No I request the Attorney General review this agreement as to form
No, already performed by in-house AAG or counsel: _____ (initial)

☐ Yes ☒ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over $100,000

☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over $15,000

☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)

☒ Yes ☐ No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

MG 10/23/12

I have made reasonable inquiry as to the accuracy of the above information:

Date	Agency / Department Head	Date	Agency Secretary or Other Department Head (if required)
9.13.12		10/22/12	
10/12/12	Approval by Attorney General		Approved by Commissioner of Human Resources
		10/31/12	

Date	CIO	Date	CMO	Date	Secretary of Administration

Deputy

OCT 30 2012

VERMONT

State of Vermont
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston VT 05495-2807
dvha.vermont.gov

Agency of Human Services
[Phone] 802-879-5900
[Fax] 802-879-5651

MEMORANDUM

TO: Jeb Spaulding, Secretary of Administration
THROUGH: Doug Racine, Secretary of Agency of Human Services
FROM: Mark Larson; Commissioner, Department of Vermont Health Access (DVHA)
RE: Theresa Fortner – Contract #20807, Amendment Justification

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DVHA seeks to amend the current contract with Nancy Abernathey to continue services for an additional year as a Blueprint For Health Practice Facilitator. The intent of the Vermont General Assembly as expressed in Act 128 (2010) is to expand the Blueprint for Health to all *willing* primary care providers by October 2013. To support the implementation of this intent, the Contractor will serve as a Practice Facilitator (0.4 FTE) to coach 3 to 6 primary care practices, supporting them to become and maintain their status as Blueprint Advanced Primary Care Practices.

Over the course of her contract Ms. Fortner has proven herself a valued asset to the Blueprint program through the relationships she has developed within her assigned Health Service Areas (HSAs) along with state invested trainings she has completed. Through the execution of last year's contract, Ms. Fortner has demonstrated the skills and competencies to do the work within the allowable contract amount. Practice facilitation requires each contractor to develop a relationship with quality improvement teams in the primary care practices they serve. This relationship takes time and effort to develop, which is an expense to the State. Deploying new facilitators annually would affect relationship building and confidence of the practices, decreasing the effectiveness of the program and increasing costs.

DVHA feels it is in the best interest of the State at this time to continue Theresa Fortner's services for this contract for the reasons listed above. DVHA's funding for this contract is covered by the Global Commitment to Health Appropriations and complies with all mandatory provisions of AOA Bulletin 3.5. DVHA looks forward to approval of this contract.

APPROVAL: N/A
JEB SPAULDING, SECRETARY OF ADMINISTRATION DATE

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Theresa Fortner (hereafter called the "Contractor") that the contract on the subject of Expansion and Quality Improvement Program Facilitator, effective November 15, 2011, is hereby amended effective November 1, 2012, as follows:

1. **By deleting on page 1 of 1 of Amendment #1, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:**

   Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $72,135.

2. **By deleting on page 1 of 19 of the original base agreement, Section 4 (Contract Term) and substituting in lieu thereof the following Section 4:**

   Contract Term. The period of Contractor's performance shall begin on November 15, 2011 and end on October 31, 2013. The State and the Contractor have the option of renewing this contract agreement for up to one (1) additional one-year contract term.

3. **By adding to page 3 of 19 of the original base agreement, Attachment A (Scope of Work to be Performed), specific to the period from 11/1/2012 to 10/31/2013:**

   The Contractor will serve as a Practice Facilitator (0.4 FTE) to coach approximately 3 to 6 primary care practices; the specific number of practices will be determined by the National Committee for Quality Assurance (NCQA) scoring schedule, the needs of the practices, and upon agreement between the State and the Contractor. Work will be tailored to helping each practice be successful in implementing and managing quality improvement including NCQA Physician Practice Connections – Patient Centered Medical Home (PPC-PCMH) recognition; effective use of information technology systems such as registries (Covisint DocSite) and portals to improve patient care; integration of self-management support, shared decision making, and planned care visits; redefining roles and establishing team-based care; and seamlessly connecting with community resources and specialty referrals (for example with the Community Health Team). The Contractor shall meet with each practice on a regular basis as negotiated with the practice and as approved by the State.

   The Contractor shall ensure that practice facilitation work includes:

   1. Assisting practices with forming a functional multi-disciplinary quality improvement team.
   2. Ensuring leadership involvement and communication.
   3. Encouraging/fostering practice ownership and support for Continuous Quality Improvement to improve patient centered care.
   4. Initiating work with the practice team to incorporate a Model for Improvement (such as the Plan-Do-Study-Act (PDSA) cycle) and Clinical Microsystems Methodology into daily practice to improve care and measure change.
   5. Ensuring that practices develop an action plan to prepare for NCQA scoring as outlined in the Scoring Timeline by the State; timeline will include development of a binder identifying current state of readiness.
   6. Supporting practice teams in the implementation of PDSA cycles, including shared decision making, self-management support, panel management, or mental health and substance abuse

treatment into clinical practice.

7. Supporting the incorporation of the Core, Extended and Functional Community Health Teams (CHTs) into practice workflow.
8. Participating in regular phone calls with State staff (at least one biweekly), regularly scheduled meetings of the practice facilitators, and other ad-hoc conference calls, meetings, or trainings with State staff and other practice facilitators.
9. Encouraging innovative strategies for communication and learning between practices (e.g. – learning collaboratives or online learning environments).

The Contractor will use an iPad with data plan in the course of their work to accomplish daily activities including Basecamp participation, participation in or hosting electronic meetings, recording minutes during meetings, and completing forms for the statewide facilitator evaluation.

The Contractor will ensure that they subscribe to the appropriate cellular data plan to accomplish this work.

Upon approval of the State's assigned Blueprint Assistant Director, the Contractor will participate in training relevant to the contract deliverables.

Contract Expectations

- Regular meetings with the State's Blueprint Assistant Director and practice facilitators.
- Assistance to practices seeking NCQA PCMH recognition.
- Assistance with implementation of ongoing quality improvement initiatives (PDSA cycles) in practices.
- Engagement in learning health system activities.
- Weekly and monthly practice reports, including summaries of PDSA cycles.

Reporting

Contractor reporting requirements include:

- Weekly practice reports
- Monthly practice reports
- PDSA forms for practice PDSA cycles
- Bi-weekly phone calls
- Documentation of the workflow and referral practices in the primary care practice for the CHT

4. **By adding to page 5 of 19 of the original base agreement, Attachment B (Payment Provisions), specific to the period from 11/1/2012 to 10/31/2013:**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms for this contract are Net 00 days from receipt date of invoice. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Contractor invoices shall be submitted monthly and shall include the following line items:

Facilitation

The Contractor shall invoice the State $2,645 per month for facilitation base on reporting requirements outlined in the scope of work. In order to receive 100% of the monthly rate the Contractor must demonstrate that 75% of contract deliverables have been met for that month. These requirements will be considered completed when the State has received the reports identified in the scope of work including:

- Weekly practice reports (at least 1 per week per practice)
- Monthly practice reports (at least 1 per month per practice)
- Practice multi-disciplinary meeting minutes (at least 1 meeting per practice per month)
- PDSA forms for practice PDSA cycles
- Individual conference calls with State staff (2 times per month)
- Documentation of the workflow and referral practices in the primary care practice for the CHT (one per practice upon implementation of CHT)
- Attendance at 80% of facilitator meetings

Reports are due by the time the monthly invoice is submitted. If a report or deliverable is received that demonstrates less than 75% of the scope of work, the State will provide feedback and recommend the necessary corrective action required to achieve 100% of payment. Contractor will have the opportunity to submit corrected reports or to take corrective action for full payment.

Milestones

In addition to the monthly payments, incentive payments of up to $2,000, for which the Contractor can invoice the State at any point during the Contract period, will be paid as follows:

- NCQA Recognition or rescoring at a level 1 or higher: $1,000
- Completion of a Patient Centered Care Plan-Do-Study-Act (PDSA): $1,000
- Documentation of the workflow and referral protocols in the primary care practice for the CHT: $500

Travel and Training

The Contractor may invoice the State for actual miles traveled to and from in-person meetings with assigned practices outside the Chittenden County HSA and facilitator meetings at the most current State mileage reimbursement rate.

The Contractor will invoice the State monthly for the actual expenses incurred for approved training, consultation and travel. Mileage expense for use of personal vehicles will be reimbursed at the current State rate. Meals will be reimbursed as actual expenses up to the current State rate.

Training and travel expenses will not exceed $5,000 during the contract time period.

2. No benefits or insurance will be reimbursed by the State.

3. Invoices and reports should reference this contract number and be submitted to:

   Jenney Samuelson
   Department of Vermont Health Access
   312 Hurricane Lane, Suite 201
   Williston, Vermont 05495-2806
   jenney.samuelson@state.vt.us

An electronic copy of all reports and a hard copy of invoices with original signature should be sent to:

   Kate Jones
   Department of Vermont Health Access
   312 Hurricane Lane, Suite 201
   Williston, Vermont 05495-2806
   kate.jones@state.vt.us

The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables.

4. Additional payments for the period of 11/1/2012 to 10/31/2013 shall not exceed $38,740.

5. **By replacing Attachment C Customary State Contract Provision (revised 1/11/11) beginning on page 6 of the base contract with Attachment C Customary State Contract Provision (revised 7/1/12) which is an attachment of this amendment beginning on page 5.**

This amendment consists of 8 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract (#20807) dated 11/15/2011 shall remain unchanged and in full force and effect.

STATE OF VERMONT	CONTRACTOR
DEPARTMENT OF VERMONT HEALTH ACCESS	THERESA FORTNER
E-SIGNed by Mark Larson on 2012-Nov-01	E-SIGNed by Theresa Fortner on 2012-Nov-01
MARK LARSON, COMMISSIONER. DATE	THERESA FORTNER DATE

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.

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

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

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

   Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

   Premises - Operations
   Products and Completed Operations
   Personal Injury Liability
   Contractual Liability

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

   $1,000,000 Per Occurrence
   $1,000,000 General Aggregate
   $1,000,000 Products/Completed Operations Aggregate
   $ 50,000 Fire/ Legal/Liability

   Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

   Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

   Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

   Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of $1,000,000 per occurrence, and $1,000,000 aggregate.

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

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends $500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than $500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: http://finance.vermont.gov/forms

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

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

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

    a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

    b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

    c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

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

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

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

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.