

CONNECTICUT QUALIFIED PARTNERSHIPS

CONNECTICUT GENERAL STATUTES - 4A-82

JANITORIAL WORK PROGRAM FOR PERSONS WITH A DISABILITY
AND PERSONS WITH A DISADVANTAGE.

INCLUSION OF CONTRACTUAL SERVICES IN PROGRAM

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PURPOSE

C.G.S. 4a-59a provides for the development of qualified partnerships between private contractors and community rehabilitation providers through which a private contractor may be accorded preferred purchasing status under the statute.

The intention of this bulletin is to:

- Detail the requirements for qualified partnerships
- Provide general guidance on how the partnerships are to be formed
- Provide general guidance on how they will function
- Delineate the responsibilities of State Agencies, the Connecticut Community Providers Association (CCPA), community rehabilitation providers, and private contractors in establishing and administering qualified partnerships

MISSION AND OBJECTIVE

The overall mission of the qualified partner program is to expand employment for people with disabilities and people with economic disadvantages.

The long term objective of the qualified partnership program is to develop state contract awards between preferred source community rehabilitation providers and private contractors which offer economic incentives for contractors to create new integrated work opportunities for persons with disabilities.

APPLICABILITY AND SCOPE

The qualified partnership program applies to all state agencies or departments covered by contracts awarded by the Department of Administrative Services, Higher Education, and the Judicial Branch.

The bill establishes the program as a permanent program that allows the Commissioner of the Department of Administrative Services or his/her counterpart in Higher Education and Judicial to designate certain contracts as Qualified Partnerships and to solicit bids only from such entities.

GOALS

- Create integrated work opportunities for people with disabilities through *Qualified Partnerships on State of Connecticut contracts*
- Create work opportunities for people with disadvantages through *Qualified Partnerships on State of Connecticut contracts*
- Establish a purchasing preference to *Qualified Partnerships*
- Report the effectiveness of *Qualified Partnerships* in meeting its purposes

PROGRAM SUMMARY

The process by which qualified partnerships address the mission and objectives of the program is:

- I. The identification of projects by the Department of Administrative Services, Higher Education, or Judicial that will be suitable for the program
- II. The creation of partnership agreements between eligible community rehabilitation providers and private contractors
- III. The submission of the qualified partnership agreements by the Connecticut Community Providers Association
- IV. A contract award process conducted by the Department of Administrative Services, Higher Education or Judicial to determine which qualified partnership will receive the identified contract
- V. The implementation of the partnership agreement

PROCEDURES

I. Identification of Qualified Partnership Projects

The Department of Administrative Services, Higher Education, and Judicial may identify for the program contracts they deem suitable for the program to include, but not be limited to:

- Recycling
- Clerical Services
 - Data Entry
- Landscaping
- Food Service
- Fulfillment
 - Call Center
- Laundry
- Document Management
 - Shredding
 - Copying
 - Mailing
 - Printing
 - Scanning
- Mailroom

II. Creation of Partnership Agreements

Qualified Partnerships are a business relationship between commercial contractors and community rehabilitation providers developed to expand employment for people with disabilities and people with economic disadvantages

The Connecticut Community Providers Association will determine eligibility for and develop agreements with “community rehabilitation programs” to broker “qualified partnership” agreements with “commercial contractors” and to develop a list of employees who have applied to participate in a “qualified

Partnership.” A “community rehabilitation program” can be an organization or individual that provides vocational rehabilitation services to people with disabilities. Community rehabilitation programs participating in the preferred purchasing program will automatically be eligible for “qualified partnership” agreements.

The Connecticut Community Providers Association will determine eligibility for and develop agreements with “commercial contractors” to broker “qualified partnership” agreements with “community rehabilitation programs” and verify that the “commercial contractor” has hired and continues to employ the requisite number of persons with disabilities in positions equivalent to those created by the program contract and that such persons are integrated into the general workforce of the contractor. “Commercial contractor is any for-profit proprietorship, partnership, joint venture, corporation, Limited Liability Company, trust, association, or other privately owned entity that enters into contracts to provide services.

The Connecticut Community Providers Association will designate an agreement between eligible “community rehabilitation programs” and “commercial contractors” as a “qualified partnership” when the following criteria have been met:

1. The commercial contractor has entered into a binding agreement with a community rehabilitation program
2. The commercial contractor agrees to fill not less than one-third of the jobs gained from a successful bid for a program contract with people with disabilities (person eligible for state services as a person with a disability)
3. The commercial contractor agrees to fill not less than one-third of the jobs gained from a successful bid for a program contract with people with persons with a disadvantage (person eligible for Workforce Investment Act services or whose annual income is not greater than two hundred percent of the federal poverty level.)
4. The commercial contractor certifies that it will pay standard wages to employees with disabilities or disadvantages hired through the program.
5. The commercial contractor has a Connecticut workforce of two hundred or more workers, unless the commercial contractor has met the criteria established by the Commissioner of Administrative Services to participate in the program as a small or minority business.

III. Submission of the Qualified Partnership Agreements

The Connecticut Community Providers Association will notify the Department of Administrative Services of all “qualified partnerships” and provide documentation of all necessary agreements and eligibility criteria.

IV. Appeal Process for Commercial Companies and Community Rehabilitation Programs Denied Designation as Qualified Partnerships

Commercial companies and community rehabilitation programs that have been denied designation as qualified partnerships may appeal such denial in writing. The written appeal must state the provision of Public Act 06-129 at issue and must include a detailed explanation of the reasons that the company or program believes it was improperly denied designation.

The appeal letter should be addressed to the Commissioner of Administrative Services. The Commissioner of Administrative Services may, after review of the appeal, designate the company/program as a qualified partnership.

V. Contract Award Process

After project contracts have been selected, DAS will notify each qualified partnership, and award a contract for each site according to the provisions of Section 3 of the Act.

Contracts will be awarded pursuant to the following procedures:

- The agency using or managing the services at the selected site(s) will submit a requisition to DAS-Procurement for each of the program projects that require services.
- DAS will notify each of the qualified partnerships, as described in section 3 of the Act and invite each qualified partnership in good standing, to submit a bid for the opportunity.
- In the event that only one such qualified partnership submits a bid, that contract will be awarded to that qualified partnership, provided that such bid does not exceed the contract's fair market value (FMV) by a margin greater than 5%.

Fair Market Value (FMV)

In the event that only one such qualified partnership submits a bid, FMV will be determined by a cost analysis of the target facility's prior contracts combined with a cost analysis of contracts at facilities of similar size and specifications.

If more than one qualified partnership submits a bid, the contract will be awarded to the qualified partnership that is the lowest, responsible and qualified bidder as defined in Section 4a-59 of the Connecticut General Statutes.

In the event that no qualified partnership submits a bid, the contract will be awarded in accordance with the provisions of Sections 4-59 and 17b-656 of the Connecticut General Statutes.

The responsibilities of the DAS, as established in these policies, may not be delegated to an outside vendor.

V. *Implementation of Qualified Partnerships*

Once awarded a state contract under the program commercial contractors in the qualified partnership must:

- Hire for a minimum of three months the workers employed through the state contract
- Employ within six months people with disabilities and people with economic disadvantages in proportion to the number of jobs created within their business by the state contract
- Provide the employment anywhere within the contractor's overall business enterprise so long as the job is equivalent to the job created the state contract in wage and overall work conditions

The Connecticut Community Providers Association will verify that the *qualified partnership* is being implemented correctly by the commercial contractor and the community rehabilitation program and report any discrepancies or non-compliance to the Department of Administrative Services.

VI. *Reporting Process*

On the six-month anniversary date of each contract, the Connecticut Community Providers' Association (CCPA) shall certify to DAS that the requisite number of disabled and disadvantaged persons continue to be employed by the contractor, in positions equivalent to those created under the contract. The report shall include the date-of-hire of each individual hired as a result of the Program and identify the individual's work location.

The CCPA will submit an annual update of this report for the remaining term of the Program contract.

This report will also confirm that the following conditions exist:

- All individuals have been integrated into the general workforce of the corporate partner.
- All individuals are receiving wages and benefits (or compensation in lieu of benefits) that are consistent with the provisions set forth in C.G.S.31-57f.

The report should be sent to the attention of the Commissioner of Administrative Services.

Non-compliance with the terms of the *qualified partnership* agreement could result in the termination of the state contract obtained under the preference established by PA 06-129.

EVALUATION

CCPA will work with qualified partnerships to develop pre and post employment data for workers placed to assess the impact of the program.

Designation of State of Connecticut Qualified Partnership

Department of Administrative Services
Procurement Services

Pursuant to C.G.S. 4a-82, the Connecticut Community Providers Association of Rocky Hill, CT shall designate a commercial contractor and a community rehabilitation program as a "qualified partnership" in order to participate in a program to create and expand work opportunities for persons with a disability and persons with a disadvantage as defined by the statute.

The Applicants for the "qualified partnership" shall cooperatively ensure that for the projects identified by the Department of Administrative Services:

1. Any person employed under a program contract shall have the same rights conferred upon an employee by section 31-57g of the general statutes for the duration of the program
2. Within six months of obtaining a program contract, the contractor will employ persons with a disability and persons with a disadvantage each at a rate of 30% of the total number of jobs gained through the program contract. Such jobs shall be of an equivalent nature to the wages and overall responsibilities of the program contract and may be distributed anywhere within the contractor's worksites.

Community Rehabilitation Program Partner

Name: _____

Address: _____

Contact Person: _____

Phone #: _____

Signature: _____

Date: _____

Commercial Contractor Partner

Name: _____

Address: _____

Contact Person: _____

Phone #: _____

Signature: _____

Date: _____

Projected Duration of Partnership: From: _____ To: _____

Description of services to be provided, where work will be performed, and responsibilities of each applicant:
(Attach additional information if necessary)

Application Status

Approved Effective: _____

Approved with Modifications (Attached): _____

Not Approved (Comments Attached) _____

Signed by: _____

Representing: _____

Date: _____

Designation for State of Connecticut Qualified Partnership

This application for a "qualified partnership" project C.G.S. 4a-82 is supported by the Connecticut Community Providers Association on behalf of [Community Rehabilitation Provider] located in _____, CT and [Corporate Partner], a private sector corporation in _____, [state]. This partnering agreement has been developed by the Connecticut Community Providers Association to provide services on the program contacts identified by the Department of Administrative Services.

Pursuant to this partnering project, [Corporate Partner] will employ the persons working on the project contract prior to [Corporate Partner] assuming the contract and confer on them all the same rights conferred upon an employee by section 31-57g of the general statutes for the duration of the program.

Within six months of obtaining a project contract, the [Corporate Partner], will employ persons with a disability and persons with a disadvantage each at a rate of 30% of the total number of jobs gained through the program contract. Such jobs shall consist of equivalent wages and overall responsibilities to those in the program contract and may be distributed anywhere within the contractor's worksites.

The [Community Rehabilitation Program] will be support the individuals with disabilities hired by [Corporate Partner] and defined by the partnership agreement between [Community Rehabilitation Provider] and [Corporate Partner].

All employees with disabilities will work side by side with other workers in settings similar to those of the project contract and will be afforded the same opportunities for promotion and training as other workers.

[Corporate Partner] is committed to hiring those individuals who demonstrate the greatest potential on a permanent basis.

CCPA EVALUATION AGREEMENT FOR POTENTIAL "QUALIFIED PARTNERS"

THIS AGREEMENT (the "Agreement") is entered into as of [date] (the "Effective Date") by and between the Connecticut Community Providers Association, Inc., located at 35 Cold Springs Road, Suite 522, Rocky Hill, Connecticut 06067 (the "CCPA") and [Commercial Contractor] ("[name]")[address] (together, the "parties") for the purpose of establishing [Commercial Contractor]'s eligibility to be considered for participation in the Department of Administrative Services ("DAS") Preferred Purchasing Program (the " Program").

BACKGROUND

CCPA is a private, not-for-profit entity representing and advocating for organizations and rehabilitation providers that provide services for individuals with disabilities and special needs.

Pursuant to C.G.S. 4a-82 CCPA has been selected by the Connecticut Legislature to (i) determine the eligibility of individual Commercial Contractors and Community Rehabilitation Providers to be considered for the Program; and (ii) to certify the business relationships between a Commercial Contractor and a Community Rehabilitation Provider as a "Qualified Partnership" as such term is defined by the Act, for the purpose of expanding employment for people with disabilities and/or economic disadvantages.

[Commercial Contractor] is a [[state] corporation/limited liability company] desiring to enter into contracts to provide services under the Program.

[Commercial Contractor] understands that under this Agreement it will provide information and agree to the terms and conditions required by CCPA for the purpose of CCPA determining [Commercial Contractor]'s eligibility to be considered by CCPA as a candidate for a Qualified Partnership.

[Commercial Contractor] acknowledges that under this Agreement CCPA may determine that [Commercial Contractor] lacks the necessary criteria to be certified as a potential Qualified Partner.

[Commercial Contractor] acknowledges that under this Agreement, CCPA is willing to seek, but does not guarantee, a Qualified Partnership for [Commercial Contractor].

AGREEMENT

The parties agree as follows:

1. [Commercial Contractor] agrees to provide CCPA in a timely fashion, with all relevant documents, and other pertinent information as deemed necessary in order for CCPA to determine the eligibility of [Commercial Contractor] to participate in the Program as a Commercial Contractor as defined by C.G.S. 4a-82 including, but not limited to, proof of a Connecticut workforce of two hundred or more workers, unless the commercial contractor has met the criteria established by the Commissioner of DAS to participate in the Program under a "small" or "minority" business classification.
2. CCPA will notify eligible Community Rehabilitation Programs of the interest of [Commercial Contractor] to facilitate creating a Qualified Partnership.
3. CCPA will assist the [Commercial Contractor] to develop agreements with Community Rehabilitation Programs (as such term is defined in the Act), such that the relationship may be designated as a Qualified Partnership, the terms and conditions of which relationship shall be set forth in the Proposed Qualified Partnership Agreement, attached as Schedule A
4. Any Commercial Contractors and Community Rehabilitation Programs that enter into a Proposed Qualified Partnership Agreement with CCPA shall be deemed by CCPA to be a Qualified Partnership for purposes of participating in the Program. CCPA will submit documentation supporting the status as a Qualified Partnership to the State of Connecticut Department of Administrative Services ("DAS").

5. CCPA DOES NOT WARRANT THAT: (A) BY ENTERING INTO THIS AGREEMENT [Commercial Contractor] WILL MEET THE REQUIREMENTS TO BE ELIGIBLE FOR THE PROGRAM; OR (B) IF DEEMED ELIGIBLE BY CCPA, [Commercial Contractor] WILL COME TO A BINDING AGREEMENT WITH A COMMUNITY REHABILITATION PROGRAM; OR (C) IF DESIGNATED A QUALIFIED PARTNERSHIP BY CCPA, THERE IS NO GUARANTEE THAT DAS WILL AWARD A PROJECT CONTRACT TO THE QUALIFIED PARTNERSHIP.
6. THE PARTIES ACKNOWLEDGE THAT IN NO EVENT SHALL CCPA BE LIABLE TO THE [Commercial Contractor] FOR ANY DAMAGES INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT.
7. In the course of this Agreement, and in connection with performance hereunder, [Commercial Contractor], its employees and agents, including subcontractors, may come into possession of individually identifiable health information ("Protected Health Information"). [Commercial Contractor] understands its legal and ethical responsibility to safeguard the confidentiality of Protected Health Information in accordance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations. [Commercial Contractor] shall not use, access or disclose protected health information unless permitted to do so by CCPA, shall keep said information strictly confidential, and shall comply with state and federal law, including but not limited to HIPAA and its implementing regulations, and CCPA's policies and procedures related to access to use, and release of Protected Health Information, to the same extent as CCPA is obligated, under law. [Commercial Contractor] shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement.
8. It is expressly understood and agreed that CCPA does not, by this Agreement, intend to form an employment relationship, tax relationship, partnership, joint venture or other legal entity with, by or between CCPA and [Commercial Contractor], and in no event shall this Agreement be deemed to do so. [Commercial Contractor] acknowledges that CCPA is the administrator of this Program and [Commercial Contractor] shall not take any actions to contact any Program contractors, take any actions to contact any Program contractors Program Community Rehabilitation Providers or other Commercial Contractors, insofar as it may pertain to a specific Program contract, without the written permission of CCPA. This Agreement shall be governed and interpreted under the laws of the State of Connecticut, without regard to conflicts of law provisions. If either party is required to engage in any proceedings, legal or otherwise, to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and out of pocket expenses in addition to any other amounts due.
9. The term of this Agreement is four years from the Effective Date. Either party may terminate the Agreement with thirty (30) day advanced written notice. By entering into this Agreement [[Commercial Contractor] is not precluded from seeking any other contracts from the State of Connecticut through any other state purchasing program(s).

Schedule A

CCPA CERTIFICATION OF ENTITIES AS A "QUALIFIED PARTNERSHIP"

THIS AGREEMENT (the "Agreement") is entered into as of [date] (the "Effective Date") by and between the Connecticut Community Providers Association, Inc. located at 35 Cold Springs Road, Suite 522, Rocky Hill, Connecticut 06067 (the "CCPA"), [Community Rehabilitation Program] ("name") [address], and [Commercial Contractor] [address] (together, the "parties") for the purpose of establishing a "Qualified Partnership" to be considered for participation in the Department of Administrative Services ("DAS") Preferred Purchasing Program (the "Program").

BACKGROUND

CCPA is a private, not-for-profit entity representing and advocating for organizations and rehabilitation providers that provide services for individuals with disabilities and special needs.

Pursuant to C.G.S. 4a-82, CCPA has been selected by the Connecticut Legislature to (i) determine the eligibility of individual Commercial Contractors and Community Rehabilitation Providers to be considered for the Program; and (ii) to certify the business relationship between a Commercial Contractor and a Community Rehabilitation Provider as a "Qualified Partnership" as such term is defined by the Act, for the purpose of expanding employment for people with disabilities and/or economic disadvantages.

[Community Rehabilitation Program] is a [[state] non-profit corporation], that provides vocational rehabilitation services to people with disabilities, and desires to participate in the Program.

This is an Agreement between the parties for the purpose of establishing a Qualified Partnership eligible to obtain Program contracts under C.G.S. 4a-82, however [Commercial Contractor] and [Community Rehabilitation Program] acknowledge that under this Agreement, CCPA does not guarantee that DAS will award a contract to this Qualified Partnership.

AGREEMENT

The parties agree as follows:

1. Pursuant to this Agreement, [Commercial Contractor] agrees that if awarded by DAS a contract under the Program, [Commercial Contractor] will increase its permanent workforce to the levels set forth in Paragraphs 2, 3, 4 and 5 below, with employees selected from its Qualified Partners, including but not limited to, [Community Rehabilitation Program].
2. [Commercial Contractor] agrees to staff not less than one-third (33%) of the positions gained from a successful bid for a Program contract with economically disadvantaged people (individuals eligible for Workforce Investment Act services), as set forth in Section 1(7) of the Act.
3. [Commercial Contractor] agrees to staff not less than one-third (33%) of the positions gained from a successful bid for a Program contract with people with disabilities (individuals certified by the Bureau of Rehabilitation Services), as set forth in Section 1(1) of the Act.
4. [Commercial Contractor] agrees that an amount of labor hours equal to at least one-third (33%) of the labor hours gained from a successful bid for a Program contract shall be allocated to Disabled Employees, as set forth in Paragraph 5 below.
5. [Commercial Contractor] agrees that an amount of labor hours equal to at least one-third (33%) of the labor hours gained from a successful bid for a Program contract shall be allocated to Economically Disadvantaged Employees, as set forth in Paragraph 5 below.

6. [Commercial Contractor] may assign economically disadvantaged employees or employees with disabilities "ED/D Employees" to perform their required labor hours at positions located anywhere within [Commercial Contractor's] overall business enterprise provided the position is equivalent to the position created by the Program contract in overall labor hours, wages, job responsibility and overall work conditions. ED/D Employees shall be accorded the same rights and privileges of non-ED/D Employees of equal standing and seniority. ED/D Employees will be integrated throughout the [Commercial Contractor]'s overall workforce.
7. [Commercial Contractor] agrees to pay ED/D Employees according to the State of Connecticut Standard Wage schedule applicable to the Program with any corresponding required adjustments.
8. [Commercial Contractor] agrees to employ for a minimum of three months all individuals then-currently employed by the vendor at the site of the state contract obtained through the Program contract.
9. [Commercial Contractor] agrees to reach required staffing levels of ED/D Employees; as such levels are set forth in Paragraphs 2, 3 and 4 above, within six (6) months of accepting a Program contract.
10. ED/D Employees will perform the same job duties related to providing services pursuant to the [Program Contract] in Connecticut. Such duties will include, but not be limited to the job duties attached on Schedule B.
11. [Commercial Contractor] and [Community Rehabilitation Program] agree to comply with the CCPA Program policies and procedures as set forth by CCPA, with the conditions set forth in C.G.S. 4a-82as administered by DAS, and with the conditions set forth in this Agreement for the purposes of creating and maintaining eligibility as a Qualified Partnership.
12. [Commercial Contractor] and [Community Rehabilitation Program] agree to submit to CCPA, all necessary documents, and other pertinent information as deemed necessary for contract development, certification, contract award, qualified partnership implementation and evaluation.
13. [Commercial Contractor] and [Community Rehabilitation Program] will provide training ED/D Employees from [Community Rehabilitation Program] in areas relating to the performance of services.
14. [Community Rehabilitation Program] agrees to provide support, including but not limited to, initial placement, transportation, job coaching after placement, to ED/D Employees hired by [Commercial Contractor] pursuant to the Program. Any fees charged for such services provided shall be disclosed in Schedule C to this Agreement. By participating in the Program, [Commercial Contractor] agrees to provide support, including but not limited to, initial training, transportation or contributions to transportation expenses and advanced training after placement, to ED/D Employees hired by [Commercial Contractor] pursuant to the Program, and to pay all fees as set forth in Schedule C. Any terms and conditions and timelines to alter fees shall also be set forth in Schedule C.
15. [Commercial Contractor] agrees to pay CCPA three percent (3%) of any Program contract DAS awards to [Commercial Contractor] as a result of this Qualified Partnership (the "Fees"). The terms of payments shall be net forty-five days unless otherwise specified and agreed to in writing at the address above, for the duration of the contract. Fee amounts remaining unpaid for thirty (30) days following the date that payment is due shall accrue interest at the rate of one and one-half percent (1½%) per month or at the maximum rate permitted by applicable law, whichever is less.
16. CCPA agrees that the Fees will remain the same for all Qualified Partners under the Program.
17. In the course of this Agreement and in connection with performance hereunder, the parties, its employees and agents, including subcontractors, may come into possession of individually identifiable health information ("Protected Health Information") of ED/D Employees. The parties understand their legal and ethical responsibility to safeguard the confidentiality of Protected Health Information in accordance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations. The parties shall not use, access or disclose protected health information unless permitted to do so by written consent, shall keep said information strictly confidential, and shall comply with state and federal law, including but not limited to HIPAA and its implementing

regulations, and CCPA's policies and procedures related to access to use, and release of Protected Health Information, to the same extent as CCPA is obligated, under law. Each party shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement.

18. [Commercial Contractor] and [Community Rehabilitation Program] acknowledge that it is not CCPA's obligation to approve of any individual ED/D Employee, or make determinations of an individual's qualifications as a ED/D Employees. [Community Rehabilitation Program] shall obtain signed releases from all candidates for ED/D Employment stating that the individual is aware and consents to the fact that by participating in the Program that individual's personal and Protected Health Information shall be disclosed to CCPA and DAS, for the purpose of verifying and monitoring that individual's employment while in the Program.
19. [Commercial Contractor] and [Community Rehabilitation Program] acknowledge that if DAS awards a Program contract to the Qualified Partnership, the CCPA will be responsible for verifying the continuing eligibility of the Qualified Partnership and report any changes in status, eligibility or non-compliance to the DAS.
20. [Community Rehabilitation Program] shall obtain signed releases from all candidates for ED/D Employment stating that (i) the individual is aware and consents to the fact that by consenting to participate in the Program, personal and Protected Health Information shall be disclosed to CCPA and DAS, and the Bureau of Rehabilitation Services for the purpose of verifying that individual's employment while in the Program.
21. [Commercial Contractor] and [Community Rehabilitation Program] understand and agree that CCPA's sole functions under this Agreement are to; (i) determine eligibility of Commercial Contractors and Community Rehabilitation Programs pursuant to the Program; (ii) assist in the formation of Qualified Partnerships pursuant to the Program; (iii) certify Qualified Partnerships as such and monitor Qualified Partnerships for continuing compliance with the Program, and; (iv) mediate disputes between participants in the Program. Thus, [Commercial Contractor] and [Community Rehabilitation Program] agree, jointly and severally, to defend, indemnify, and hold CCPA and its respective directors, trustees, officers, employees, and agents harmless against any and all claims for death, illness, personal injury, property damage, and improper business practices arising out of acts or omissions of the [Commercial Contractor] and/or [Community Rehabilitation Program] their employees, agents, or officers in participation as a as a Qualified Partnership or of participation in the Program by [Commercial Contractor] and [Community Rehabilitation Program].
22. THE PARTIES ACKNOWLEDGE THAT IN NO EVENT SHALL CCPA BE LIABLE TO THE [Commercial Contractor] or [Community Rehabilitation Program] FOR ANY DAMAGES INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT.
23. [Commercial Contractor] and [Community Rehabilitation Program], at their sole cost and expense, shall maintain in effect adequate liability insurance and Workers' Compensation insurance coverage covering any and all of its employees, agents or representatives who may be providing services hereunder, from sources and in form reasonably acceptable to CCPA, in the amount of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, or such greater amounts as CCPA may require from time to time. [Commercial Contractor] and [Community Rehabilitation Program] shall provide CCPA with copies of insurance certificates naming CCPA as an additional insured with respect to such coverage.
24. The performance by either party of any obligation shall be excused if the failure to perform is caused by any event or circumstance beyond that party's own direct control. If either party should fail to make any of its obligations under this Agreement as a result of any such event or circumstance beyond its own direct control, that party shall have the right to satisfy that obligation within a reasonable time after the cause of

such delay has been removed, and the other party shall be obligated to accept deferred performance, it being agreed that upon the occurrence of any such circumstance or event beyond that party's own direct control, the time for performance by the party shall be extended by that number of days equal to the number of days of delay attributable to any such circumstance or event beyond the party's own direct control.

- 25. It is expressly understood and agreed that CCPA does not, by this Agreement, intend to form an employment relationship, tax relationship, partnership, joint venture or other legal entity with, by or between [Commercial Contractor] and [Community Rehabilitation Program], and in no event shall this Agreement be deemed to do so. The parties acknowledge that it is the function of CCPA to assist in the formation of Qualified Partnerships and the parties agree that they will not seek to form other Qualified Partnerships, of which they are or are not a party, without the written permission of CCPA. This Agreement shall be governed and interpreted under the laws of the State of Connecticut, without regard to conflicts of law provisions. If any party is required to engage in any proceedings, legal or otherwise, to enforce its rights under this Agreement, the prevailing party or parties shall be entitled to recover its reasonable attorney's fees, costs, and out of pocket expenses in addition to any other amounts due.
- 26. CCPA will assist the other parties in resolving any issues concerning the parties' participation in the Qualified Partnerships. If any party is required to engage in any proceedings, legal or otherwise, to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and out of pocket expenses in addition to any other amounts due. This Agreement shall be governed and interpreted under the laws of the State of Connecticut, without regard to conflicts of law provisions.
- 27. The term of this Agreement is four years from the Effective Date. Either party may terminate the Agreement with thirty (30) day advanced written notice. Termination of this Agreement does not automatically terminate the Program contract but may be cause for DAS to terminate the Program contract. By entering into this Agreement or the termination of this Agreement, neither [Commercial Contractor] or [Community Rehabilitation Provider] is precluded from seeking any other contracts from the State of Connecticut through this, or any other state purchasing program(s).

The parties, each acting under proper authority, have signed this Agreement on the date(s) indicated below.

[Community Rehabilitation Program]

By: _____

Title:

Date:

[Commercial Contractor]

By: _____

Title:

Date:

Connecticut Community Providers
Association, Inc.

By: _____

Title:

Date:

Schedule B

Description of Job Duties

Schedule C

Description of Fees and Terms and Conditions of Fee Adjustment

The parties, each acting under proper authority, have signed this Agreement on the date(s) indicated below.

Connecticut Community Providers
Association, Inc.

[Commercial Contractor]

By:

By:

Title:

Title:

Date:

Date:

ATTACHMENT

DEFINITIONS FOR *PUBLIC ACT No. 06-129*

- (1) "Person with a disability" means any individual with a disability, excluding blindness, as such term is applied by the Department of Mental Health and Addiction Services, the Department of Mental Retardation, the Bureau of Rehabilitation Services within the Department of Social Services or the Veterans' Administration and who is certified by the Bureau of Rehabilitation Services within the Department of Social Services as qualified to participate in a qualified partnership, as described in section 3 of this act;
- (2) "Vocational rehabilitation service" means any goods and services necessary to render a person with a disability employable, in accordance with Title I of the Rehabilitation Act of 1973, 29 USC 701 et seq. , as amended from time to time;
- (3) "Community rehabilitation program" means any entity or individual that provides directly for or facilitates the provision of vocational rehabilitation services to, or provides services in connection with, the recruiting, hiring or managing of the employment of persons with disabilities based on an individualized plan and budget for each worker with a disability;
- (4) "Commercial contractor" means any for-profit proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other privately owned entity that employs persons to perform work, and that enters into contracts to provide services;
- (5) "Work" means work performed in connection with the care or maintenance of buildings, including, but not limited to, work customarily performed by cleaners, porters, janitors and handypersons;
- (6) "contract" means a contract or subcontract to perform work for a department or agency of the state; and
- (7) "Person with a disadvantage" means any individual who is determined by the Labor Department, or its designee, to be eligible for employment services in accordance with the Workforce Investment Act or whose verified individual gross annual income during the previous calendar year was not greater than two hundred per cent of the federal poverty level for a family of four.

SURVEY OF GOVERNMENT BENEFITS FOR PEOPLE WITH DISABILITIES

WORKING ON Program CONTRACTS IN CONNECTICUT Post Employment Survey

Qualified Partnership: _____

Introduction: The State of Connecticut wishes to evaluate the effectiveness of PA 06-129 in creating employment. The Connecticut Community Providers Association (CCPA), is conducting a research study about government assistance received by workers in the Connecticut State Use Program. I'd like to ask you some questions about the benefits you receive now, and about those you received before you began working with us. Everything you say will be kept confidential—our report will talk about the program in general and not about any one person specifically. I'll read you questions and ask you to answer. Please tell me if you are not sure of an answer, and don't guess.

1. Employee Identification Number	_____ (Any job-related ID number so that you can identify respondent should clarification be needed at a later date with regard to responses.)
2a. In what year did you begin working on your current job (program)?	Year: ____ _
3a. How many hours do you work, on average, on your current job (program)?	_____ hours
3b. What is your hourly wage for your current job (program)? (Include all payments received including benefits paid in cash.)	\$____ . ____ per hour
4. If you are not currently working do you receive <i>unemployment benefits</i> ?	<input type="checkbox"/> ₁ Yes → 4a. What was the amount of the monthly unemployment benefit? \$____ , ____ _ <input type="checkbox"/> ₂ No 4b. During the 12 months prior to your beginning work on a Connecticut State Use contract, how many months of unemployment benefits did you receive?

		_____ months
5. Are you now receiving <i>Medicaid</i> ?	<input type="checkbox"/> ₁ Yes <input type="checkbox"/> ₂ No	
6. Are you now receiving <i>Medicare</i> ?	<input type="checkbox"/> ₁ Yes <input type="checkbox"/> ₂ No	
7. Are you now covered by health insurance? (Other than Medicare or Medicaid)	<input type="checkbox"/> ₁ Yes <input type="checkbox"/> ₂ No	
8. Are you now receiving <i>Supplemental Security Income, or SSI</i> ?	<input type="checkbox"/> ₁ Yes → <input type="checkbox"/> ₂ No	8a. How much do you receive each month for SSI? \$ __ , _ _ _ _
9. Are you now receiving <i>Social Security Disability Insurance, or SSDI</i> ?	<input type="checkbox"/> ₁ Yes → <input type="checkbox"/> ₂ No	9a. How much do you receive each month for SSDI? \$ __ , _ _ _ _
10. Are you now receiving <i>welfare income benefits</i> ?	<input type="checkbox"/> ₁ Yes → <input type="checkbox"/> ₂ No	10a. How much do you receive each month in welfare income? \$ __ , _ _ _ _
11. Are you now receiving <i>food stamps</i> ?	<input type="checkbox"/> ₁ Yes → <input type="checkbox"/> ₂ No	11a. What is the dollar value of the food stamps you receive each month? \$ _ _ _ _

12. Do you have any children?	<input type="checkbox"/> ₁ Yes → <input type="checkbox"/> ₂ No	12a. How many of your dependent children live with you? <input type="checkbox"/> ₀ None <input type="checkbox"/> ₁ One <input type="checkbox"/> ₃ Two or more
13. Do you think you would be employed today without working on this program?	<input type="checkbox"/> ₁ Yes <input type="checkbox"/> ₂ No	

**SURVEY OF GOVERNMENT BENEFITS FOR PEOPLE WITH DISABILITIES
 WORKING ON Program CONTRACTS IN CONNECTICUT
 Pre-employment Survey**

Qualified Partnership: _____

Introduction: The State of Connecticut wishes to evaluate the effectiveness of PA 06-129 in creating employment. The Connecticut Community Providers Association (CCPA), is conducting a research study about government assistance received by workers in the Connecticut State Use Program. I'd like to ask you some questions about the benefits you receive now, and about those you received before you began working with us. Everything you say will be kept confidential—our report will talk about the program in general and not about any one person specifically. I'll read you questions and ask you to answer. Please tell me if you are not sure of an answer, and don't guess.

1 Employee Identification Number	_____ (Any job-related ID number so that you can identify respondent should clarification be needed at a later date with regard to responses.)
2. In what year did you begin working on your current job?	Year: ____ _

3a. How many hours do you work, on average, on your current job?	_____ hours	
3b. What is your hourly wage for your current job? (Include all payments received including benefits paid in cash.)	\$____ . ____ per hour	
4. If you are not currently working do you receive <i>unemployment benefits</i> ?	<input type="checkbox"/> ₁ Yes → <input type="checkbox"/> ₂ No	4a. What was the amount of the monthly unemployment benefit? \$__ , ____ 4b. During the 12 months prior to your beginning work on a Connecticut State Use contract, how many months of unemployment benefits did you receive? ____ months
5. Are you now receiving <i>Medicaid</i> ?	<input type="checkbox"/> ₁ Yes <input type="checkbox"/> ₂ No	
6. Are you now receiving <i>Medicare</i> ?	<input type="checkbox"/> ₁ Yes <input type="checkbox"/> ₂ No	
7. Are you now covered by health insurance? (Other than Medicare or Medicaid)	<input type="checkbox"/> ₁ Yes <input type="checkbox"/> ₂ No	
8. Are you now receiving <i>Supplemental Security Income, or SSI</i> ?	<input type="checkbox"/> ₁ Yes → <input type="checkbox"/> ₂ No	8a. How much do you receive each month for SSI? \$__ , ____
9. Are you now receiving <i>Social Security Disability Insurance, or SSDI</i> ?	<input type="checkbox"/> ₁ Yes →	9a. How much do you receive each month for SSDI?

	<input type="checkbox"/> ₂ No	\$ __ , __ _ _ _
10. Are you now receiving <i>welfare income benefits</i> ?	<input type="checkbox"/> ₁ Yes → <input type="checkbox"/> ₂ No	10a. How much do you receive each month in welfare income? \$ __ , __ _ _ _
11. Are you now receiving <i>food stamps</i> ?	<input type="checkbox"/> ₁ Yes → <input type="checkbox"/> ₂ No	11a. What is the dollar value of the food stamps you receive each month? \$ _ _ _ _
12. Do you have any children?	<input type="checkbox"/> ₁ Yes → <input type="checkbox"/> ₂ No	12a. How many of your dependent children live with you? <input type="checkbox"/> ₀ None <input type="checkbox"/> ₁ One <input type="checkbox"/> ₃ Two or more
23. Do you think you would be employed today without working on this program?	<input type="checkbox"/> ₁ Yes <input type="checkbox"/> ₂ No	