

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 Janitorial Contractor] ("[name]")[address] (together, the "parties") for the purpose of establishing [Commercial Janitorial Contractor]'s eligibility to be considered for participation in the Department of Administrative Services ("DAS") Preferred Purchasing Qualified Partnership Program (the "Qualified Partnership 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 Public Act 06-129 (the "Act"), CCPA has been selected by the Connecticut Legislature to (i) determine the eligibility of individual Commercial Janitorial Contractors and Community Rehabilitation Providers to be considered for the Qualified Partnership Program; and (ii) to certify the business relationships between a Commercial Janitorial 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 Janitorial Contractor] is a [[state] corporation/limited liability company] desiring to enter into contracts to provide janitorial services under the Qualified Partnership Program.

[Commercial Janitorial 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 Janitorial Contractor]'s eligibility to be considered by CCPA as a candidate for a Qualified Partnership.

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

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

AGREEMENT

The parties agree as follows:

1. [Commercial Janitorial 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 Janitorial Contractor] to participate in the Qualified Partnership Program as a Commercial Janitorial Contractor as defined by PA 06-129 Section (3) including, but not limited to, proof of a Connecticut janitorial workforce of two hundred or more workers, unless the commercial janitorial contractor has met the criteria established by the Commissioner of DAS to participate in the Qualified Partnership Program under a "small" or "minority" business classification.
2. CCPA will notify eligible Community Rehabilitation Programs of the interest of [Commercial Janitorial Contractor] to facilitate creating a Qualified Partnership.
3. CCPA will assist the [Commercial Janitorial 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 Janitorial 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 Qualified Partnership 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 Janitorial Contractor] WILL MEET THE REQUIREMENTS TO BE ELIGIBLE FOR THE QUALIFIED PARTNERSHIP PROGRAM; OR (B) IF DEEMED ELIGIBLE BY CCPA, [Commercial Janitorial Contractor] WILL come to

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 Janitorial 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 Janitorial Contractor], its employees and agents, including subcontractors, may come into possession of individually identifiable health information ("Protected Health Information"). [Commercial Janitorial 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 Janitorial 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 Janitorial 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 Janitorial Contractor], and in no event shall this Agreement be deemed to do so. [Commercial Janitorial Contractor] acknowledges that CCPA is the administrator of this Qualified Partnership Program and [Commercial Janitorial Contractor] shall not take any actions to contact any Qualified Partnership Program contractors, take any actions to contact any Qualified Partnership Program contractors Qualified Partnership Program Community Rehabilitation Providers or other Commercial Janitorial Contractors, insofar as it may pertain to a specific Qualified Partnership 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 Janitorial Contractor] is not precluded from seeking any other contracts from the State of Connecticut through any other state purchasing program(s).

[Connecticut Community Providers Association] [Commercial Janitorial Contractor]

By: _____

By: _____

Title:

Title:

Date:

Date:

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 Janitorial 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 Qualified Partnership Program (the "Qualified Partnership 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 Public Act 13-227 (the "Act"), CCPA has been selected by the Connecticut Legislature to (i) determine the eligibility of individual Commercial Janitorial Contractors and Community Rehabilitation Providers to be considered for the Qualified Partnership Program; and (ii) to certify the business relationship between a Commercial Janitorial 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 Qualified Partnership Program.

This is an Agreement between the parties for the purpose of establishing a Qualified Partnership eligible to obtain Qualified Partnership Program contracts under Public Act No. 06-129, however [Commercial Janitorial 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 Janitorial Contractor] agrees that if awarded by DAS a contract under the Qualified Partnership Program, [Commercial Janitorial 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 Janitorial Contractor] agrees to staff not less than one-third (33%) of the positions gained from a successful bid for a Qualified Partnership 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 Janitorial Contractor] agrees to staff not less than one-third (33%) of the positions gained from a successful bid for a Qualified Partnership 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 Janitorial 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 Qualified Partnership Program contract shall be allocated to Disabled Employees, as set forth in Paragraph 5 below.
5. [Commercial Janitorial 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 Qualified Partnership Program contract shall be allocated to Economically Disadvantaged Employees, as set forth in Paragraph 5 below.

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6. [Commercial Janitorial 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 Janitorial Contractor's] overall business enterprise provided the position is equivalent to the position created by the Qualified Partnership 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 Janitorial Contractor]'s overall workforce.
7. [Commercial Janitorial Contractor] agrees to pay ED/D Employees according to the State of Connecticut Standard Wage schedule applicable to the Qualified Partnership Program with any corresponding required adjustments.
8. [Commercial Janitorial 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 Qualified Partnership Program contract.
9. [Commercial Janitorial 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 Qualified Partnership Program contract.
10. ED/D Employees will perform the same job duties related to providing janitorial 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 Janitorial Contractor] and [Community Rehabilitation Program] agree to comply with the CCPA Qualified Partnership Program policies and procedures as set forth by CCPA, with the conditions set forth in Public Act 06-129 as 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 Janitorial 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 Janitorial Contractor] and [Community Rehabilitation Program] will provide training ED/D Employees from [Community Rehabilitation Program] in areas relating to the performance of janitorial 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 Janitorial Contractor] pursuant to the Qualified Partnership Program. Any fees charged for such services provided shall be disclosed in Schedule C to this Agreement. By participating in the Qualified Partnership Program, [Commercial Janitorial 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 Janitorial Contractor] pursuant to the Qualified Partnership 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 Janitorial Contractor] agrees to pay CCPA three percent (3%) of any Qualified Partnership Program contract DAS awards to [Commercial Janitorial 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 Qualified Partnership 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 Janitorial 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 Qualified Partnership 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 Qualified Partnership Program.
19. [Commercial Janitorial Contractor] and [Community Rehabilitation Program] acknowledge that if DAS awards a Qualified Partnership 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 Qualified Partnership 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 Qualified Partnership Program.
21. [Commercial Janitorial Contractor] and [Community Rehabilitation Program] understand and agree that CCPA's sole functions under this Agreement are to; (i) determine eligibility of Commercial Janitorial Contractors and Community Rehabilitation Programs pursuant to the Qualified Partnership Program; (ii) assist in the formation of Qualified Partnerships pursuant to the Qualified Partnership Program; (iii) certify Qualified Partnerships as such and monitor Qualified Partnerships for continuing compliance with the Qualified Partnership Program, and; (iv) mediate disputes between participants in the Qualified Partnership Program. Thus, [Commercial Janitorial 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 Janitorial Contractor] and/or [Community Rehabilitation Program] their employees, agents, or officers in participation as a as a Qualified Partnership or of participation in the Qualified Partnership Program by [Commercial Janitorial Contractor] and [Community Rehabilitation Program].
22. THE PARTIES ACKNOWLEDGE THAT IN NO EVENT SHALL CCPA BE LIABLE TO THE [Commercial Janitorial 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 Janitorial 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 Janitorial Contractor] and [Community Rehabilitation Program] shall provide CCPA with copies of insurance certificates naming CCPA as an additional insured with respect to such coverage.

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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 Janitorial 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 Qualified Partnership Program contract but may be cause for DAS to terminate the Qualified Partnership Program contract. By entering into this Agreement or the termination of this Agreement, neither [Commercial Janitorial 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]

[Commercial Janitorial Contractor]

By: _____

By: _____

Title:

Title:

Date:

Date:

Connecticut Community Providers
Association, Inc.

By: _____

Title:

Date:

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Schedule B

Description of Job Duties

Schedule C

Description of Fees and Terms and Conditions of Fee Adjustment

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

Connecticut Community Providers
Association, Inc.

[Commercial Janitorial Contractor]

By:

By:

Title:

Title:

Date:

Date: