## <Contractor> and CT Council on Developmental Disabilities (COUNCIL on DD)

## MEMORANDUM OF UNDERSTANDING

<u>Time Period</u>: This Memorandum of Understanding (MOU) shall be in effect from <date> through September 30, 2025.

<u>Parties</u>: The Parties to this MOU are <Contractor> and the Connecticut Council on Developmental Disabilities (hereinafter "Council on DD"), a state agency. Contractor is located at <address>. The Council on DD is located at 460 Capitol Avenue, Hartford, Connecticut 06106.

**Purpose:** Contractor and the Council on DD enter into this MOU for the purpose of <purpose of the grant>.

This Purpose also includes a final report on these activities, to be submitted at the end of the Time Period. The final report shall have six (6) parts:

- 1. A narrative of not more than 300 words that describes the outcomes of the work for the Council.
- 2. An expenditure report that includes all the items in the Expenditure Report form available at <a href="https://portal.ct.gov/-/media/CTCDD/Grants/CTCDDCostProposalxlsx.xlsx">https://portal.ct.gov/-/media/CTCDD/Grants/CTCDDCostProposalxlsx.xlsx</a>. The Contractor may use the form or its own format that includes the same information. In any case the Contractor must report its actual expenditures, matching funds, and dollars leveraged by its work for the Council. Dollars leveraged are dollars invested in the area from other sources, not including the required match.
- 3. Answers to the DD Council Performance Measures at <a href="https://portal.ct.gov/media/CTCDD/Grants/AIDD-DD-Council-Performance-Measures.pdf">https://portal.ct.gov/media/CTCDD/Grants/AIDD-DD-Council-Performance-Measures.pdf</a>.
- 4. Demographic data, including sexual orientation and gender identity, at <a href="https://portal.ct.gov/media/CTCDD/Grants/Demographics.pdf">https://portal.ct.gov/media/CTCDD/Grants/Demographics.pdf</a> on the participants in any programs funded by this MOU.
- 5. A plan for the sustainability of the Contractor without Council funding after the period of performance.
- 6. An appendix of any documents, data files, sign-in sheets, attendance lists, or other work product that were produced using funds from the Council.

**Revisions:** Any proposed revisions in activities, which substantially alter the nature and scope of this MOU, shall not be implemented until approval has been received in writing from the Council on DD.

<u>Credits</u>: All documents, reports, data and public information prepared during and/or resulting from the performance of services under this MOU shall include the following statement: "The preparation of this (report, document, data, website, etc.) was financed under an agreement with the Connecticut Council on Developmental Disabilities."

**Evaluations:** The Council on DD, its staff or its authorized representative, shall at all reasonable times have the right to enter into Contractor's premises, or other such places where activities take place, to inspect, monitor or otherwise evaluate the work being performed. Contractor must provide all reasonable facilities and assistance for Council representatives.

<u>Disputes</u>: Any dispute concerning a question of fact arising under this MOU, which is not disposed of by agreement, shall be decided by the Council on DD whose decision shall be final, subject only to whatever rights, if any, Contractor may have in a court of law. In connection with any appeal to the Council on DD under this paragraph, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

<u>Liaisons and Notices</u>: Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that may arise during implementation and/or operation of this MOU. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given delivery, email sufficient with a read receipt requested. Notices should be addressed as follows:

A. In the case of notice to the Council on DD: Walter Glomb, Director Connecticut Council on Developmental Disabilities 460 Capitol Avenue Hartford, CT 06106 walter.glomb@ct.gov 860-418-6157

B. In the case of notice to the Contractor <contact>

**Nondiscrimination**: The provisions of Connecticut General Statutes Sections 4a-60 and 4a-60a concerning nondiscrimination are incorporated herein by reference.

<u>Compliance with Title VI of the Civil Rights Act of 1964</u>: The Contractor shall comply with Title VI of the Civil Rights Act of 1964, including reasonable steps to make the programs, services, and activities funded by this MOU accessible by eligible persons with limited English proficiency.

<u>Payments</u>: The total amount of this MOU shall not exceed <amount>. Activities rendered under this MOU shall be billed using invoices. The first payment in the amount of 45% shall be invoiced after the execution of this MOU. A second payment in the amount of 45% shall be invoiced following a site visit on or about April 15, 2025. A final payment of 10% will be made following the final report including deliverables and a report of total expenditures and match following the close this fiscal year on September 30, 2025 and not later than December 1, 2025.

It is understood and agreed by the parties hereto that all obligations of the Council on DD, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of Federal funds, and in no event shall the Council on DD be liable for any payments hereunder in excess of such appropriated funds. In the event that the amount of any available or appropriated funds provided by Federal sources shall be reduced, terminated or not continued at an aggregate level sufficient to allow for the activities stated hereunder, the Council on DD shall notify the Contractor of such reduction of funds available and the Council on DD shall be entitled to reduce its commitment hereunder as it deems necessary.

<u>Notice of match requirement:</u> The contractor shall contribute (match) <u>at least</u> 25% of the total cost of this project in the form of staff time, purchased materials, purchased services or in-kind services. (In the case of projects whose activities or products target individuals with developmental disabilities who live in urban or rural poverty areas, the contractor shall contribute <u>at least</u> 10% of the total cost of this project.) Indirect costs may not exceed 10% of the total cost of this project. The final report shall show the form and the amount of the contribution (match) provided by the Contractor.

<u>Cancellation</u>: Either party may cancel this MOU at will. The canceling party must provide 15 days written notice to the other party. The Contractor may be required to return previously forwarded funds.

Contractor	Date	
Executive Director	Date	
Connecticut Council on Developmental Disabilities		