

MEMORANDUM OF AGREEMENT

Department of Aging and Disability Services

AND

Department of Developmental Services

1. GENERAL CONTRACT PROVISIONS

A. Interagency Agreement

The terms and conditions contained in this section constitute a basis for any contract with other Connecticut State Agencies. As used in this Agreement, the term "Memorandum of Agreement" and "MOA" is consistent with the term "Contract" and the term "ADS" is consistent with "Department of Aging and Disability Services" and the term "DDS" is consistent with "Department of Developmental Services."

B. Statutory Authorization

State agency heads, as defined by Conn. Gen. Stat. §4-5, are authorized by Conn. Gen. Stat. §4-8 to enter into contractual agreements as may be necessary for the effective discharge of their duties.

C. Contract Period

This Agreement shall be in effect from July 1, 2021 through June 30, 2024 and shall be reviewed within ninety (90) days before the expiration date, with a written Agreement on the terms of any extension to be completed as necessary within thirty (30) days before the expiration date. Such written extensions shall be signed by the respective Commissioners or their designees.

D. Provisions for Modification of this Agreement

This Agreement may be modified only by a written document that is signed by the parties.

E. Assignment

Either party shall not assign or transfer any interest in this contract without the prior written approval of the liaison(s), as set forth in Part 1, Section F.2) herein. This provision shall not be construed as limiting the rights of the parties to subcontract some of the services to be performed hereunder as provided in this contract.

F. Liaison and Notices

- 1) Both parties agree to have specifically named liaisons at all times. These representatives of the parties shall be the first contacts regarding any questions and problems which may arise during implementation and operation of this contract.
- 2) Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery. Notices shall be addressed as follows:

In case of notice to the DDS:
Amber Burke
Department of Developmental Services
460 Capitol Ave.
Hartford, CT 06106
860-418-6006
Amber.Burke@CT.gov

In case of notice to the ADS:
Mark Linabury
Department of Aging and Disability Services
55 Farmington Avenue
Hartford, CT 06105
860-424-5404
Mark.Linabury@CT.gov

- 3) Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change the address or liaison for notification purposes by mailing a notice stating the change and noting the new address and liaison.

G. Maintenance of Separate Records

The Contractor and Agency shall maintain accounting records in a manner that will enable the other party to easily audit and examine any books, documents, papers and records maintained in support of the contract. All such documents shall be made available to the other party at their request and shall be clearly identifiable as pertaining to the contract.

H. Examination of Records

ADS and its duly authorized representatives, during the contract period and for a period of seven (7) years after final payment for the services performed under this contract or any extension and all pending matters are closed, shall have access to and the right to examine any of its books, records, including but not limited to financial records, documents and papers pertinent to this contract for the purpose of audit, examination, excerpts and transcriptions.

I. Settlement of Disputes

- 1) In the event a dispute related to this Agreement arises, the agency liaisons shall consult with their respective Commissioners and shall attempt to resolve such dispute.
- 2) If the parties cannot resolve the dispute themselves, the agency liaisons shall consult with the Office of the Attorney General for a legal opinion or interpretation, if necessary.

J. Termination

Either party may terminate this Agreement upon 30 days advance written notice delivered to the other party specifying a date of termination. In the event either party is unable to fulfill its responsibilities hereunder as a result of impossibility of performance, illegality, acts of God, or any other reasons, termination of this Agreement shall be effected by forwarding to the other party written notice immediately, but at least thirty (30) days prior to said termination. The notice shall describe and identify the contingency which gives rise to the notice of termination and shall be forwarded via certified mail, postage prepaid, return receipt requested.

K. Force Majeure

Neither party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion,

accident, acts of war, acts of God, acts of Federal, State or local government or any agency thereof and judicial action, acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party.

2. SCOPE OF WORK

A. Purpose

The purpose of this Customized Employment (CE) Agreement is to establish a CE Training Program at the Department of Aging and Disability Services that teaches ADS and DDS contracted community rehabilitation provider personnel (hereinafter Trainees) a CE curriculum. The CE Training Program curriculum content was developed by ADS and approved by DDS. Trainees who complete the CE Training Program shall receive an ADS Certificate of Completion and shall be considered qualified for the provision of CE services to ADS and DDS clients seeking employment opportunities. The goal of the CE Training Program is for Trainees to become certified in the provision of CE services.

B. Responsibilities of DDS

- 1) Refer Trainees for participation in the CE Training Program using criteria established by the parties.
- 2) Notify ADS of any issues, concerns or favorable developments regarding the CE Training Program and/or its Trainees.
- 3) Upon request of ADS, meet to review the CE Training Program's implementation, maintenance, or improvements.
- 4) Monitor referred Trainees CE Training Program progress.
- 5) Process payments to ADS, within 30 days of receipt of transfer invoice from ADS, subject to availability of funds and receipt and approval of all reporting requirements.
- 6) Recognize the partnership with ADS in any marketing or public relations materials related to the CE Training Program.

C. Responsibilities of ADS

- 1) Deliver CE Training Program as approved by ADS and DDS to eligible Trainees, including Trainees referred from DDS.
- 2) Provide Trainees completing the CE Training Program with an ADS Certification of Completion.
- 3) Communicate with DDS regarding adjustments needed to the CE Training Program or schedule.
- 4) Notify DDS of any issues, concerns, or favorable developments regarding the CE Training Program and/or its Trainees.
- 5) Monitor CE Training Program progress.
- 6) Upon request of DDS, meet to review the CE Training Program's implementation, maintenance, or improvements.
- 7) Provide two (2) ADS employees to plan for and deliver the CE Training Program and to evaluate and compile a report of CE Training Program Trainee results.
- 8) Purchase CE training services as necessary to augment the capacity of ADS employees to plan and deliver the CE Training Program.

- 9) Provide one (1) ADS staff person for the amount of time required to coordinate and provide clerical support associated with the delivery of the CE Training Program.
- 10) Provide one (1) ADS staff person for the amount of time required to create and maintain a CE Training Program certification registry.
- 11) Provide an analysis and explanation of any cost overruns or high unit costs.
- 12) Provide technical assistance to DDS regarding CE Training Program, materials, and other work products.
- 13) Recognize the partnership with DDS in any marketing or public relations materials related to the CE Training Program.
- 14) Meet with DDS upon request to review ADS transfer invoices and reports detailing actual costs of personnel and Program materials.
- 15) Provide notice to DDS of problems, delays or adverse conditions which will materially impair the ability to meet the objectives of this Agreement, which shall also include a statement of action taken or contemplated and any assistance needed to resolve the situation.
- 16) Provide notice to DDS of favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

D. Reporting Requirements

- 1) ADS shall provide DDS with a report of CE Training Program results for Trainees referred to ADS by DDS.
- 2) ADS shall provide DDS with reports detailing the actual costs of personnel, purchased services and Program materials included in ADS transfer invoice(s) to DDS for the CE Training Program for Trainees referred to ADS by DDS.

3. BUDGET AND PAYMENT PROVISIONS

A. Budget

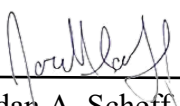
- 1) Prior to the delivery of any CE Training Program ADS and DDS shall negotiate and mutually approve the number of Trainees, up to an annual combined maximum of 180 Trainees.
- 2) CE Training Program fees shall be calculated per Trainee and are based on ADS actual cost of purchased services, personnel, and Program materials required to coordinate, plan, deliver, evaluate and report on the CE Training Program. DDS fees shall be based upon the number of Trainees referred by DDS to ADS for the CE Training Program.
- 3) The maximum amount payable under this MOA is up to \$83,609.

B. Payments

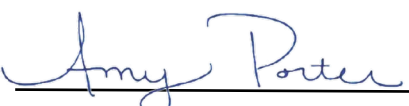
- 1) Upon receipt of a transfer invoice from ADS, advance payment(s) shall be made by DDS to ADS for 50% of the anticipated costs for the Trainees referred to ADS by DDS for each CE Training Program provided under this Agreement.
- 2) ADS shall prepare and submit transfer invoice(s) to DDS upon completion of each CE Training Program, along with reports detailing the actual costs of personnel, purchased services and Program materials included in the ADS transfer invoice(s) for the Trainees referred to ADS by DDS.

IN WITNESS OF, the Parties have affixed their signature:

Department of Developmental Services

By:  Date: 7/14/2021
Jordan A. Scheff
Commissioner

Department of Aging and Disability Services

By:  Date: 7/15/2021
Amy Porter
Commissioner