

**National Association of State Directors  
of Developmental Disabilities Services, Inc.  
113 Oronoco Street  
Alexandria, VA 22314**

**PARTICIPATION AGREEMENT**

**Supporting Families Throughout the Lifespan, Community of Practice  
AIDD**

This agreement between the National Association of State Directors of Developmental Disabilities Services Inc. (NASDDDS) and Connecticut Council on Developmental Disabilities (hereinafter referred to as “the Council”) concerns the NASDDDS’ conditions and terms of the Supporting Families Throughout the Lifespan, Community of Practice grant and the disbursement of grant funds. Funds will be disbursed under the terms of a five-year grant with Administration on Intellectual and Developmental Disabilities (AIDD)

The Council will receive a total grant award of \$45,000 for the period of May 15, 2013 until September 30, 2017. The funds will be furnished to the Council in each year. The first year (May – September, 2013) the Council will be funded \$5,000. Each subsequent year (October – June, 2014,15,16,17) the Council will be funded \$10,000. The purpose of the award is to assist the state of Connecticut in the coordination and implementation of the project activities as identified in the grant proposal award. With the acceptance of this grant the Council acknowledges it is the lead agency between the Connecticut Department of Developmental Disabilities and the Council for this work and is responsible to comply with the terms and conditions of the award.

**Terms and Conditions.** The Council agrees to fully engage with project partners identified in the grant through:

1. Designate a project facilitator who will function across the I/DD state agency and the DD Council. The project facilitator will be the contact person for the grant Management Team.
2. Establish a State Community of Practice Management team that, at a minimum includes the state I/DD agency director, the state DD Council director and the state Facilitator
3. Establish a State Community of Practice team that includes families, self-advocates and other policy and program partners. The team will meet frequently enough to provide input and direction to key policy issues supporting families.
4. The State Community of Practice Management team will participate in the annual CoP meeting.
5. Participates in the Community of Practice calls and activities with all participating states.
6. Facilitate and participates in a yearly state-on-site meeting with CoP grant Management team
7. Assures that state information/data is made available to grant evaluators on scheduled intervals that will facilitate timely required reporting to CMS.

**Project period.** May 2013 – September 2017

**NASDDDS Official Exercising Budgetary Control.** Mary Lee Fay, Director of national Core Indicators

**Payment.** NASDDDS shall pay the Council \$5,000 upon receipt of the signed agreement for grant activities during Federal Fiscal year 2012-13. In subsequent grant years, NASDDDS shall pay the Council \$10,000 per year.

1. Payment will be made upon submittal and approval of an invoice by the State. NASDDDS will make all reasonable efforts to process payments within thirty (30) days.

**Termination.** This Agreement may be terminated without cause by either party by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination. The notice shall state the circumstances of the alleged breach and may state a period during which time the alleged breach may be remedied, subject to approval by the NASDDDS Executive Director.

**Conflict of Interest.** The Council affirms that the Council does not have a conflict of interest relative to participation in this project.

**Recordkeeping, Audit, and Inspection of Records.** The Council shall maintain records and other compilations of data to properly substantiate claims for payment under this agreement and make such documents and records available to NASDDDS upon request.

**Nondiscrimination in Employment and Affirmative Action.** The Council shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Council agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990.

**Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**Hold Harmless.** Each party shall be responsible for claims, losses, damages, and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory, and constitutional) it may have. Nothing herein shall be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.

**Waivers.** All conditions, covenants, duties, and obligations contained in this agreement can be waived only by written agreement. Forbearance or indulgence in any form or manner by a

party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

**Amendments.** No amendment to this Agreement shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

**Entire Agreement.** The parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties relating to the services under this Agreement.

NASDDDS and Connecticut Council on Developmental Disabilities have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.



May 23, 2013

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Nancy Thaler  
Executive Director  
NASDDDS

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Date

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Director, Connecticut Council on Developmental Disabilities  
State of

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Date

cc Terrance Macy, Commissioner, Connecticut Department of Disabilities