

REQUEST FOR APPLICATIONS

ORGANIZATION: ZERO TO THREE
2445 M Street NW, Suite 600
Washington, DC 20037

PROGRAM: Infant-Toddler Court Program

PROJECT TITLE: Infant-Toddler Court Program: Capacity
Building Grants

RELEASE DATE: 1/18/2022

DUE DATE: 2/18/2022

TABLE OF CONTENTS

| | |
|--|----|
| EXECUTIVE SUMMARY | 3 |
| FUNDING DESCRIPTION..... | 4 |
| BACKGROUND | 5 |
| APPLICATION PROCESS | 6 |
| Description | 6 |
| Funding | 7 |
| Eligibility | 7 |
| Expectations | 7 |
| Application Checklist..... | 9 |
| NARRATIVE INSTRUCTIONS for ‘CAPACITY BUILDING’ GRANT APPLICATIONS: | 10 |
| BUDGET AND BUDGET JUSTIFICATION:..... | 11 |
| KEY DATES AND TIMELINE | 12 |
| CONTACT FOR INFORMATION | 12 |
| TERMS AND CONDITIONS | 13 |
| SUBAWARD PROCESS..... | 13 |
| APPENDIX 1..... | 15 |
| APPENDIX 2..... | 16 |
| APPENDIX 3..... | 17 |
| APPENDIX 4..... | 25 |
| APPENDIX 5..... | 30 |
| APPENDIX 6..... | 32 |

NATIONAL INFANT-TODDLER COURT TEAM PROGRAM REQUEST FOR APPLICATIONS

EXECUTIVE SUMMARY

ZERO TO THREE works to ensure that babies and toddlers benefit from the early connections that are critical to their well-being and development. As a membership-based organization, we take a unique approach to child development by connecting those who can truly make a difference in the life of a child with the research, resources, and tools they need. ZERO TO THREE leads several private and public initiatives while frequently partnering with other leaders in the child development field.

The National Resource Center for the Infant-Toddler Court Program (NRC) – operated by ZERO TO THREE in partnership with the American Bar Association Center on Children and the Law, Center for the Study of Social Policy, National Council of Juvenile and Family Court Judges, and RTI International – is pleased to announce a new funding opportunity for states and local communities seeking to implement infant-toddler court teams based on the Safe Babies Court Team™ (SBCT) approach.

Infant-toddler court teams take a two-generation approach in meeting the developmental needs of very young children and strengthening their families. The approach focuses intensively on driving best practices for babies, toddlers, and their families; removing barriers to racial equity and social justice; and supporting family resiliency. Infant-toddler court teams serve children birth to three years of age under court jurisdiction, who are in foster care or at risk of removal from the home, and their families. At the community/systems level, infant-toddler court teams strengthen preventive services upstream by identifying gaps and leveraging partnerships to develop services and supports that promote child and family health and well-being.

With support from the Health Resources and Services Administration's Maternal and Child Health Bureau (HRSA-MCHB), funding will be made available to new states and jurisdictions seeking to implement a new infant-toddler court team in their communities. The purpose of this funding is to expand state and site capacity for best practices that drive improved outcomes for very young children and families involved with the child welfare system and dependency and family treatment court.

| | |
|---|--|
| Funding Opportunity Title: | Infant-Toddler Court Program: Local Program Development Grants |
| Due Date for Applications: | February 18, 2022 |
| FY21 Anticipated Total Available Funding: | Up to \$300,000 |
| Funding Period | 4/1/2022 – 9/29/2022 |
| Estimated Number of Awards and Amounts: | |
| I. Capacity Building Grants | 4 awards at \$75,000 per award |
| Cost Sharing/Match Required | No |

*Funding level does not include non-competitive awards to current state and site grantees for Year 4.

FUNDING DESCRIPTION

Authority

The Infant-Toddler Court Program is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) Grant No. 4 U2DMC32394-03-03. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government. Information about the Infant-Toddler Court Program can be found [here](#). Subaward is contingent upon funding being awarded from HRSA for the anticipated project period.

Overview of Funding Opportunity

Capacity Building grants are being made available to support work in the grant period of 4/1/2022-9/29/2022. The specific expectations and eligibility requirements are described in detail in the *Application Process* section below. The grant funds are **not intended to supplant existing funding** but should be used to build capacity for effective implementation, sustainability, and spread of infant-toddler court teams.

- I. **Capacity Building Grants:** Local jurisdictions that receive a *capacity building grant* will work with the National Resource Center to implement the Safe Babies Court Team™ in their jurisdiction. The purpose of this approach is to better address the complex needs of infants, toddlers, and their families involved with dependency or family treatment courts and the child welfare system. Grantees will participate in HRSA-MCHB performance and aligned data reporting. Up to four (4) sites will each receive \$75,000 in funding.

BACKGROUND

The overall goal of the Infant-Toddler Court Program is to improve the health and well-being, of infants, toddlers, and families involved with the child welfare system and dependency and family treatment courts through training and technical assistance, implementation support, and evaluation of infant-toddler courts. Towards this end, ZERO TO THREE, as the National Resource Center for the ITCP (NRC), serves as a central hub of expertise, best practices, resources, and technical assistance activities to support dissemination of infant-toddler court teams based on the SBCT approach.¹ See <https://www.zerotothree.org/resources/3066-about-the-national-infant-toddler-court-program> for more information about the Infant-Toddler Court Program.

Infant-toddler court teams based on the SBCT approach support very young children and their families through a structure for cross-sector teamwork that functions at both the direct service and systems level. A *Family Team*, the cross-sector professionals working together to support the family, and an *Active Community Team* made up of cross-sector stakeholders, take a two-generation approach in working together to identify gaps, drive systems improvements, and ensure that children and their families receive expedited, comprehensive services and supports. At both levels, the aim is to 1) prevent children's removal and placement in foster care, 2) promote safe reunification and other lasting permanency outcomes, 3) strengthen family protective factors including enduring positive social connections and build family resiliency, and 4) protect and build safe, stable, and nurturing early relationships for the very young child.

The SBCT approach focuses intensively on ensuring equitable access to appropriate, evidence-based, and high-quality services and supports including dyadic interventions and home visiting services that strengthen the parent-child relationship in the context of maltreatment and address parents' histories of trauma and lifelong adversity. With its holistic and trauma-informed support for children and families, the approach promotes the health and resilience of children affected by maltreatment and their families. With their focus on system-level improvements, infant-toddler court teams are powerful vehicles for driving best practices in the judicial, child welfare, legal, and other sectors serving this population; aligning systems serving child welfare involved families (dependency and family treatment courts; early childhood systems including preventive health care, home visiting, family support, early care and education, and infant/early childhood mental health; and adult health, mental health, and substance use prevention and treatment); removing barriers to racial equity and social justice; and empowering

¹ The California Evidence-Based Clearinghouse for Child Welfare. (n.d.). *The Safe Babies Court Team*.TM Retrieved from <http://www.cebc4cw.org/program/safe-babies-court-teams-project/>; McCombs-Thornton, K.L., & Foster, E.M. (2012). The effect of the ZERO TO THREE Court Teams initiative on types of exits from the foster care system – A competing risks analysis. *Children and Youth Services Review*, 34, 169-178; Casanueva, et al. (2019). Evaluation in multiple sites of the Safe Babies Court Team approach. *Child Welfare*, 97(1), 85-107.

families in the child welfare process; and building protective factors to prevent future abuse and neglect.

As the NRC for the ITCP, ZERO TO THREE has the ambitious vision of improving outcomes for all child welfare-involved young children and families, with the goal of dramatically reducing the number of babies and toddlers removed from their families and restoring and strengthening family relationships and positive life trajectories for those who enter foster care. This funding opportunity accelerates progress in achieving that vision as described in the SBCT Logic Model (Appendix 2).

APPLICATION PROCESS

This RFA represents the requirements for an open and competitive process. All responses must be accompanied by a cover letter on official letterhead, signed by an agent or representative who is authorized to enter contractual relationships on behalf of the Applicant. Applicants must also include the completed application checklist provided on page 9

In the sections that follow, detailed information and specific application instructions are provided:

Applications should be limited to 15 single-spaced pages, not including attachments, size 12 font, with 1" margins and page numbers. Applicants should refrain from including blurred text or scanned documents.

Applications must be submitted electronically by February 18, 2022, by 5:00pm EST to Heather Schmidt at hfriedman@zerotothree.org

I. CAPACITY BUILDING GRANTS

Description

Local jurisdictions that receive a *capacity building grant* will work with the National Resource Center to develop a Strategic Community Assessment and Site Plan focused on the implementation the Safe Babies Court Team™ Approach to better address the complex needs of infants, toddlers, and their families involved with dependency or family treatment courts and the child welfare system. Specifically, sites will focus on addressing gaps in family engagement, racial inequities, and barriers to accessible community services through the SBCT strategic framework and core components (see Appendix 2). Sites are encouraged to serve children under court supervision receiving

in-home preventive services as well as children in foster care. Grantees will participate in HRSA-MCHB performance and aligned data reporting.

Funding

Up to four (4) sites will each receive \$75,000 in funding

Eligibility

Local jurisdictions that want to build their capacity to serve infants, toddlers, and their families through implementing the Safe Babies Court Team™ Approach are eligible to apply.

Expectations

Selected sites will:

- Develop of Strategic Community Landscape Assessment to address the implementation strategies of the following components of the Safe Babies Court Team Approach:
 - Identify State and Community Stakeholders to serve on the Community Design Team.
 - In partnership with the NRC, lead the Community Design Team and identified workgroups.
 - Engage in Community Process Mapping facilitated by the National Resource Center
- Build the Site Team
 - Hire a full-time (1FTE) Community Coordinator
 - Community Coordinator will participate in the Community Coordinator Academy and onboarding to the SBCT Approach provided by the NRC
- Full participation in an NRC-led Training and Technical Assistance Offerings, Webinars, and virtual and in-person trainings
- Participate in ongoing assessments facilitated by the NRC
- Partner with the NRC to plan and host annual site visits
- Participate in two virtual or in-person “peer-to-peer sharing engagements”: these are opportunities for the State Leadership Team and local Site Leadership Teams to meet with HRSA-MCHB program staff as an opportunity for shared learning and strengthening linkages
- Participate in the Annual Cross Sites Meeting
- Regular participation in Technical Assistance and Support offerings including, Community of Practice calls for Judges, Community of Practice Calls for Attorneys, and Community Practice Calls for Community Coordinators.
- Participate in sustainability planning for maintaining the implementation of the SBCT Approach and laying the groundwork for future further expansion
- Support all Continuous Quality Improvement (CQI) activities, including:

- Completing Site Data Use Agreements and Confidentiality Forms
- Participating in all Continuous Quality Improvement activities including:
 - o Training on the Plan, Do, Study Act cycle, provided by the NRC QI Manager
 - o Planning for CQI activities, including meeting with the external evaluator, RTI International, to identify CQI metrics
 - o Participating in monthly review of CQI metrics during monthly Site Leadership Team calls (referred to above), conducted by RTI International
- Completing NRC Training and TA evaluation/feedback forms (brief online surveys)

The National Resource Center for the Infant-Toddler Court Program will: Partner with the Local Site Team to facilitate the development of the Strategic Community Landscape Assessment and Site Plan.

- Facilitate Site Process Mapping
- Provide training, technical assistance (TA), and resources on implementation of the SBCT strategic framework and core components to address gaps in family engagement, racial inequities, and barriers to accessible community services
- Provide TA on building local evaluation capacity to generate and use data that will support long-term sustainability as well as other sustainability TA as requested by the site that may include fund mapping/scanning and policy and budget technical assistance

Application Checklist

- ☐ Cover Letter on official letterhead, signed by an agent or representative who is authorized to enter contractual relationships on behalf of the Applicant
- ☐ Resumes/CVs of key personnel and an organizational chart (Attachments)
- ☐ Budget (using ZERO TO THREE Budget Template)
- ☐ Budget Justification (using ZERO TO THREE Budget Justification Template)
- ☐ Narrative Response limited to 15 single-spaced pages, size 12 font, with 1" margins and page numbers
- ☐ Implementation/Work Plan for the funding period (Appendix 1)

NARRATIVE INSTRUCTIONS for 'CAPACITY BUILDING' GRANT APPLICATIONS:

The response to this RFA must include the following information. Provide brief, specific responses, using the headers to organize your narrative.

1. FIT WITH YOUR COMMUNITY (20 points)

- a) Discuss the alignment of the infant-toddler court team approach with your community's values, culture, and priorities in promoting healthy early childhood development and protective factors in the family and community.
- b) Explain your vision of the potential for your infant-toddler court team to connect the many interventions and initiatives in your child welfare system and in increasing linkages and alignment across early childhood systems, particularly connections between Maternal Infant and Early Childhood Home Visiting (MIECHV) and other HRSA Maternal and Child Health Bureau programs (see <https://mchb.hrsa.gov/maternal-child-health-initiatives/mchb-programs>) and infant-toddler court teams.

2. READINESS AND CAPACITY (30 points)

- a) Describe why you are interested in implementing the Safe Babies Court Team Approach™ in your jurisdiction. Provide data or evidence to support your response.
- b) Describe the systems gaps that will be addressed in your community through the implementation of the SBCT Approach.
- c) Describe how your community will leverage this capacity building opportunity to achieve full implementation and sustainability of the Safe Babies Court Team™ Approach?
- d) Describe the availability of services for infants and toddlers and their families in the state and proposed communities. A goal of infant-toddler court teams is to improve access to services families need such as well-child visits, developmental screenings, relationship-based assessment, immunizations, early intervention services, and early education and care, as well as developmental services including evidence-based dyadic interventions and home visiting services for very young children and their caregivers. For parents, these may include mental health care, substance use disorder prevention and treatment services, primary health and oral health care, mentoring/peer support programs, transportation support, housing, employment/job training, and other supports that address the social determinants of health. In your response, include how such services are reimbursed in the state under Medicaid/CHIP or other child welfare or health program funding.

- e) Discuss the current strategies implemented in your community and local jurisdiction to prevent child abuse and neglect as well as the removal of infants and toddler.

3. LEADERSHIP AND COLLABORATION (30 points)

- a) Identify the decision-makers and community stakeholders who will serve on the Site Plan Development Design Team. Please provide the name and email address of committed judicial and child welfare leadership. **Please provide letters of commitment for your site's capacity building plans from the judge and child welfare leadership.**
- b) Explain your plan for judicial and other key staff turnover or change during the funding period.

4. IMPLEMENTATION/WORK PLAN (20 points)

- a) Complete the implementation/work plan template provided in APPENDIX 1

BUDGET AND BUDGET JUSTIFICATION:

Each applicant must submit a line-item budget using the ZERO TO THREE Subawardee Template (Attachment A) detailing activities for the project period. Budget calculations must include estimation methods, quantities, unit costs, total costs, and other quantitative detail for each cost element. A separate budget justification using the ZERO TO THREE Budget Justification Template must be submitted in Word or PDF and should describe each cost element, explaining how costs were derived and justifying the necessity, reasonableness, and allocation. The budget and budget justification should reflect only proposed activities the applicant will carry out on the project. Costs must be allowable in accordance with 45 CFR 75 Subpart E-Cost Principles. Applicants should budget personnel costs in accordance with [HRSA Salary Limitations \(Appendix 5\)](#).

Applications that include consultant services must identify the consultant, consultant's rate, services they will perform, total number of days, travel costs, and total estimated costs. Applicants should describe how they selected the consultant and how they will monitor the consultant's work to ensure funds are being properly used in their budget justification.

Applications that include lower-tier subrecipients and contractors should describe the following in their budget justification– refer to 45 CFR75.351-353 for subaward requirements and 45 CFR 75.326-340 for procurement procedures:

- justify need for each entity
- explain each entity's role in supporting project activities or providing services
- describe procurement process for selecting each entity

- explain rationale for each cost element in each entity's budget or rate schedule
- indicate the proposed contractual method for each entity – subaward or contract
- explain pre-award review procedures and how monitoring and oversight of each entity will be managed

Applicants may budget Indirect Costs in accordance with a current approved indirect cost rate agreement or use of 10% de minimis rate of MTDC, per 45 CFR 75.414(f).

KEY DATES AND TIMELINE

The table below briefly describes the timeline and key dates for all grant applications under this RFA.

| | Date |
|---|--------------------------------|
| RFA Release | January 18, 2022 |
| Webinar on Goals, Process, and Q&A | January 21, 2022 |
| Applications Due | February 18, 2022 @ 5 p.m. EST |
| Application Review | February 22-March 3, 2022 |
| Notification of Successful Applicants | March 4, 2022 |
| Completion of Subrecipient Risk Assessments | March 4 – March 11, 2022 |
| Negotiation of Subaward Agreements | March 11- March 31, 2022 |
| Execute Subawards | April 1, 2022 |

Webinar

Day and Date: Friday, January 21, 2022

Time: 11:30 am EST

Registration: https://zerotothree.zoom.us/webinar/register/WN_snbwp8a-ScOhYB2d1-hh-w

CONTACT FOR INFORMATION

Heather Schmidt

Program Operations Manager, National Infant-Toddler Court Program

Hfriedman@zerotothree.org

(202) 864-2922

TERMS AND CONDITIONS

This Request for Applications (RFA) is only an invitation for applications. No contractual obligation on behalf of ZERO TO THREE whatsoever shall arise from the process unless and until a formal Subaward Agreement is executed. This RFA does not commit ZERO TO THREE to pay any cost incurred in the preparation or submission of any application nor to procure or contract for any services.

Successful applicants must be able to comply with all applicable Federal statutory and regulatory requirements and program guidelines, as well as other terms and conditions.

ZERO TO THREE reserves the right to accept or reject any and all applications and will, at its discretion, subaward to qualified applicants who best comply with the RFA and meet the program's requirements.

ZERO TO THREE encourages proposals from small business concerns, women- and minority-owned entities, veteran's organizations, and faith-based organizations.

This RFA is both confidential and proprietary to ZERO TO THREE. We reserve the right to recall the RFA in its entirety or in part. Applicants must accept all of the foregoing terms and conditions without exception. All responses to the RFA will become the property of ZERO TO THREE and will not be returned.

SUBAWARD PROCESS

ZERO TO THREE will utilize a [Subaward Agreement \(Appendix 6\)](#) that outlines the terms and conditions for the project period. The anticipated award date is April 1, 2022. Successful applicants will be classified as subrecipients and must comply with Federal regulations applicable to Department of Health and Human Services (DHHS) grants, including 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards; Administrative and National Policy Requirements; and HHS Grants Policy Statement.

In accordance with 2 CFR 25, prospective subrecipients must obtain a DUNS number through [Dun & Bradstreet](#), if one is not already in place, as well as register and maintain an active registration in [SAM.gov](#) for the duration of time it receives Federal funding from any source. Prospective subrecipients should plan no fewer than 14 days to put these requirements in place. ZERO TO THREE will be prohibited from issuing a subaward to any entity that does not meet these requirements.

Per the Suspension and Debarment rules, as implemented by DHHS under 45 CFR 75.212, prospective subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR parts 180 and 376. These regulations restrict issuing Federal funds to certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Following notification of a successful application, each prospective subrecipient will have the opportunity negotiate the terms and conditions in the Subaward Agreement. A copy of the Template is attached in the Appendices. To ensure program activities commence at the start of the project period, prospective subrecipients and ZERO TO THREE should fully execute subaward agreements no later than April 1, 2022

ZERO TO THREE complies with Federal regulations to manage and monitor subrecipient programmatic and financial performance at various stages. As part of our due diligence, prior to executing subawards we will conduct a Pre-Award Risk Assessment of each prospective subrecipient to ascertain the risk of collaborating with the entity to carry out programmatic requirements of the award. Throughout the project period, prospective subrecipients will be required to submit program reports and documentation to support costs, as well as other information and data to assist with monitoring and reporting.

APPENDIX 1

Implementation/Work Plan Template

| Activity | Person/Role Responsible | Target Date | Resources Required | Anticipated Result |
|----------|-------------------------|-------------|--------------------|--------------------|
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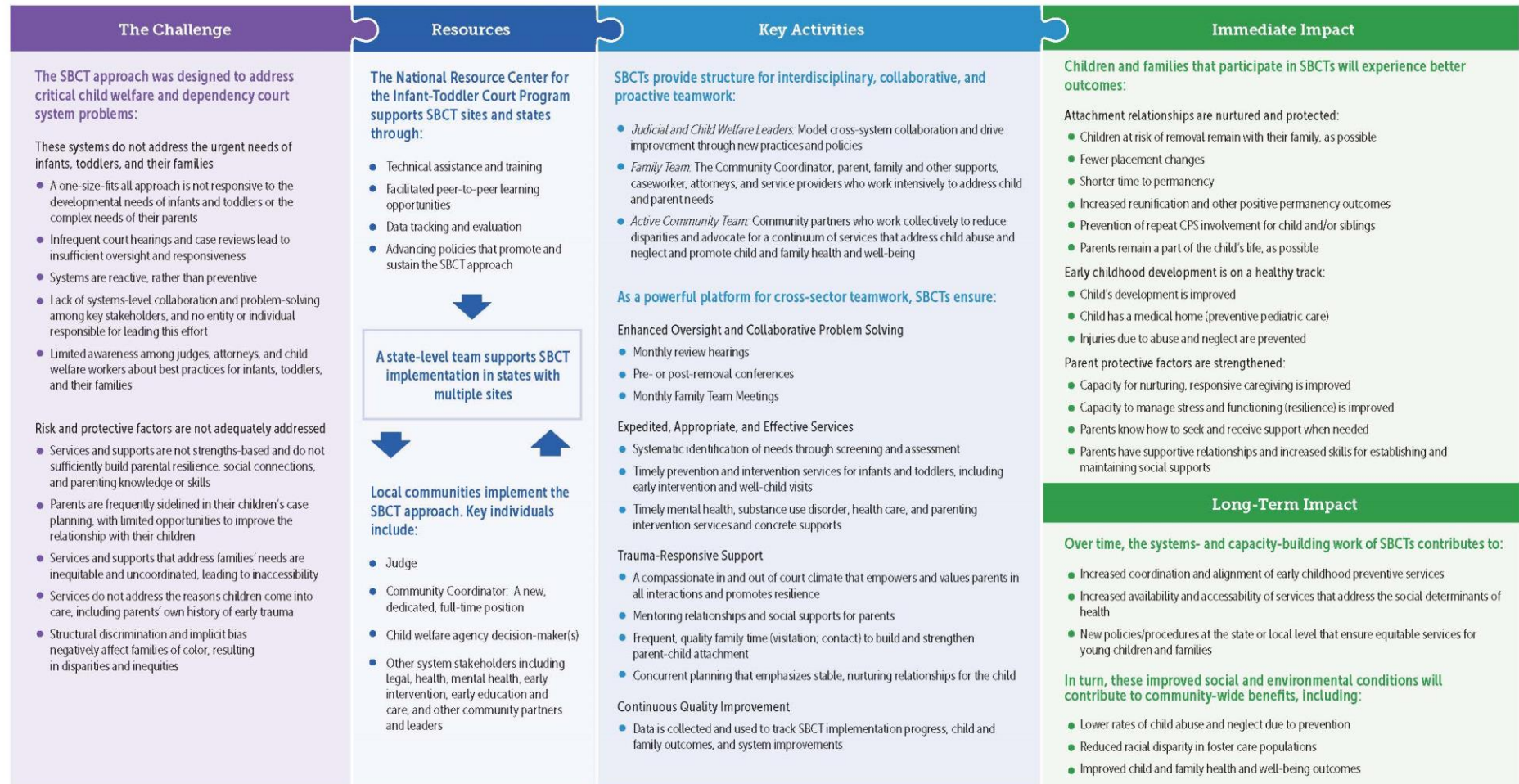
APPENDIX 2

The Safe Babies Court Team™ (SBCT) Approach: Logic Model

Advancing the Health and Well-Being of Infants, Toddlers, and their Families



Serving children 0 to 3 under court jurisdiction, in foster care or at risk of removal, and their families



APPENDIX 3

Safe Babies Court Team™ Approach Core Components

The Safe Babies Court Team™ Approach: Core Components and Key Activities



ZERO TO THREE
Early connections last a lifetime



ZERO TO THREE's Safe Babies Court Team™ (SBCT) approach applies the science of early childhood development in meeting the urgent needs of infants and toddlers and strengthening their families.

- *The goal is to advance the health and well-being of very young children and their families, so they flourish.*
- *The target population is children birth to three years of age under court jurisdiction, who are in foster care or at risk of removal, and their families.*

SBCTs focus intensively on:

- Driving best practices for babies, toddlers, and their families,
- Removing barriers to racial equity and social justice, and
- Empowering parents and elevating the parent voice.

SBCTs provide structure for cross-sector teamwork that functions at two levels:

The **Family Team** uses a trauma-informed lens to ensure very young children and their parents receive expedited, comprehensive services and supports that:

- prevent children's removal and placement in foster care,
- promote reunification and other lasting permanency outcomes,
- strengthen family **protective factors** including enduring, positive social connections, and
- protect and build safe, stable, and nurturing early relationships.

The **Active Community Team** brings stakeholders together to address the needs of children and families involved with the dependency court and the child welfare system. It focuses on reducing disparities, addressing gaps in systems coordination, and driving improvement through new practices and policies. This team also advocates for comprehensive and equitable community services to prevent child abuse and neglect. These include **two-generation programs** and services that address the **social determinants of health**.

ZERO TO THREE's National Resource Center supports implementation of SBCTs.

The National Resource Center for the Infant-Toddler Court Program provides training and technical assistance to any dependency court, family treatment court, child welfare agency, or statewide effort to support effective implementation of the SBCT approach.

This approach is guided by a strategic framework that identifies the following areas of focus:

- AREA 1** Interdisciplinary, Collaborative, and Proactive Teamwork
- AREA 2** Enhanced Oversight and Collaborative Problem-Solving
- AREA 3** Expedited, Appropriate, and Effective Services
- AREA 4** Trauma-Responsive Support
- AREA 5** Continuous Quality Improvement

Within this framework there are ten core components.

Each of the SBCT ten components is necessary. They work synergistically to produce best outcomes for children and their parents.

The section that follows provides a description of each core component and its key activities.

See *Definition of Terms* on page 7 for explanations of bolded terms.

ENHANCED OVERSIGHT & COLLABORATIVE PROBLEM-SOLVING

Frequent review hearings allow the Judge to provide close oversight of progress on the case. This judicial oversight goes hand-in-hand with the Family Team's proactive, problem solving work. Pre- or post-removal conferences are critical, setting the collaborative tone for Family Team Meetings and launching vigorous family engagement efforts from the start.

CORE COMPONENT 4: Pre-/Post-Removal Conferences and Family Team Meetings

The Judge:

- Establishes more frequent review hearings to ensure close judicial oversight and sets the expectation for frequent 'out of court' **Family Team Meetings (FTMs)**
- Sets the tone for and encourages interdisciplinary collaboration and problem-solving by the **Family Team**

The Family Team:

- Convenes a family engagement conference prior to the child's placement in foster care, so that the family can help to make the transition as smooth as possible for the child and all involved (pre-removal conference); when this is not possible, the meeting is held as soon as possible after the child's placement in foster care (post-removal conference)
- Convenes frequent **FTMs** - SBCT best practice is that they are held monthly with individual families
- Engages collaboratively in courageous and difficult conversations to address the safety and well-being of the child and family
- Expedites timely screenings, assessments, and referrals as early as possible in the case process

The Family Team, continued:

- Identifies and addresses new needs as quickly as possible
- Provides the platform for **concurrent planning** and transition planning
- Fosters an environment of compassion, transparency, and child-focused problem-solving that is also responsive to the parent's needs

The Community Coordinator:

- Ensures that neutral facilitation is incorporated in **FTMs**, either facilitating directly or arranging for an outside facilitator
- Provides scheduling, agendas, and post-meeting summaries that capture key events and strategies
- Serves as a liaison for identifying community-based resources and supports (such as transportation funding, car seats, cribs/toddler beds, food, medicine, utility payments) to help families access needed supports

EXPEDITED, APPROPRIATE, & EFFECTIVE SERVICES

The Judge, Community Coordinator, and Family Team ensure that child and family needs are systematically and fully identified as early as possible in the case process and that referrals are made in a highly individualized way to address specific needs with effective services and interventions.

CORE COMPONENT 5: Continuum of Services for Children and Families

The Judge:

- Establishes more frequent review hearings to monitor progress in the case and ensure reasonable efforts; SBCT best practice for infants and toddlers is review hearings that are held monthly
- Seeks information from professionals and the family about the timing, appropriateness, and effectiveness of services that the child and parent(s) are referred to/receiving
- Holds the **Family Team** accountable for proactive efforts in pursuing appropriate services to meet the family's individual needs and promote best practice

The Community Coordinator:

- Seeks creative solutions that address barriers families face in accessing formal and informal supports
- Connects with community providers to explore referral processes and problem-solve to expedite access
- Identifies trainings that will help stakeholders address the **social determinants of health**

The Family Team:

- Ensures assessment-driven needs identification, including assessment of the parent-child relationship and child and parent trauma
- Prioritizes evidence-based interventions, including those with promising research evidence
- Ensures timely referral to children's services including: regular well-child visits where children receive age-appropriate developmental screenings, immunizations; Part C-Early Intervention services and other developmental supports; and Infant and Early Childhood Mental Health services
- Ensures timely referral to high-quality, trauma-informed mental health and substance use disorder prevention and treatment services for parents; primary and other needed health care services for the parent (e.g., postpartum care); and evidence-based parenting interventions
- Ensures timely access to services and supports that address basic needs and the **social determinants of health**
- Regularly monitors cases to ensure referrals are made and services are received

TRAUMA-RESPONSIVE SUPPORT

All professionals involved in the SBCT understand the impact of the families' trauma history, including experiences of child maltreatment, on adults and their very young children. They collaborate in creating an atmosphere that promotes healing and resilience for very young children and their families.

CORE COMPONENT 6:

Meeting Parents Where They Are

- Fostering a compassionate court and 'out of court' climate that takes a healing, rather than punitive, approach
- Engaging and valuing parents with kindness and respect in all interactions
- Responding to parents' histories of trauma and adversity and underlying mental health issues
- Increasing awareness of different forms of bias, including structural racism and discrimination
- Empowering parents by creating opportunities to increase their capacity for self-advocacy, confidence, and motivation
- Building parental resilience and improved functioning with appropriate supports
- Shifting perceptions and bias about substance use disorder so that it is recognized as a complex, recurring medical condition that necessitates a therapeutic approach

CORE COMPONENT 7:

Nurturing Parents' Relationships and Building Social Supports in the Community

- Supporting parents in making social connections and building strong, enduring social supports
- Creating formal and informal opportunities for building mentoring relationships and social supports for parents, within their community and cultural circle
- Developing peer support networks to help parents navigate the child welfare system and, where relevant, to support recovery from substance use disorder

- Broadening knowledge of the value of co-parenting and implementing strategies for building co-parenting relationships between parents and **resource families**

CORE COMPONENT 8:

Frequent, Quality Family Time

- Is carefully planned to minimize anxiety and stress, and prevent retraumatization, for both children and parents
- Occurs as soon as possible following removal establishing (a) an immediate plan created that specifies when families can expect the earliest contact with their child, and (b) an ongoing plan for frequent time together to support the child's attachment needs
- Is as frequent as possible (ideally several times a week) when appropriate and safe, with the provision that creative, alternative quality family time arrangements can be identified to assist the child in maintaining family connections
- Takes place in a comfortable setting that is safe and appropriate for an infant or toddler, with developmentally appropriate toys and books and where it is safe for the child to crawl and play on the floor
- Takes place in a comfortable setting where the parent is unintimidated by the environment, well-supported, and where there are natural opportunities for nurturing moments that strengthen attachment (homelike settings like the resource caregiver's home, a library, or outdoor play space)
- Provides mentoring and modeling to parents that strengthens their sense of agency and capacity for nurturing, protective caregiving

AREA 4

TRAUMA-RESPONSIVE SUPPORT (CONTINUED)

CORE COMPONENT 9: Concurrent Planning

- For each case, a thoughtful individualized plan is developed emphasizing stable, nurturing relationships that will help the young child heal from trauma
- Parents are actively engaged in planning for a feasible alternative permanency plan, should it be necessary, beginning on Day 1
- The focus of the concurrent plan is on protecting early caregiving relationships, addressing **protective factors**, and ensuring proactive efforts to promote reunification or other lasting permanency outcomes for the child
- All interactions with parents are strengths-based, respectful, transparent, and compassionate



AREA 5

CONTINUOUS QUALITY IMPROVEMENT

Continuous quality improvement is the engine that drives effective uptake and sustainability of the SBCT approach. This means systematically collecting data and using it to reflect on and implement needed improvements.

CORE COMPONENT 10: System Commitment to Continuous Learning and Improvement

- The Community Coordinator or other designee at the local site collects and enters program data into the national **SBCT Database** or other state database
- The Community Coordinator helps communities to use their data to tell the story of successes or challenges in making and sustaining improvements, with specific attention to racial/ethnic and other disparities
- The Judge, Community Coordinator, and **Family Team** use data to monitor, identify, and improve implementation progress and outcomes at the child and family level
- The **Active Community Team** shares a commitment to continuous learning and improvement and to sharing data among community partners for continuous quality improvement at the systems level

DEFINITION OF TERMS

- The **Active Community Team** is a stakeholder group of community partners that commonly includes Early Intervention, Infant and Early Childhood Mental Health Services, Early Head Start, Adult Mental Health and Substance Use Disorder Treatment and other child and family prevention and intervention services and supports.
- **Concurrent Planning** promotes timely permanence for children in foster care by considering reunification alongside other permanency options at the earliest possible point after a child's entry into foster care (see <https://www.childwelfare.gov/pubs/concurrent-planning/>).
- The **Family Team** includes the Community Coordinator; Parent, Family, and other Supports; Child Welfare Caseworker; Parent Attorney, Child Attorney or GAL, Agency Attorney; CASA; and Service Providers.
- The SBCT **Family Team Meeting (FTM)** is a participatory planning and decision-making practice grounded in the science of early childhood development – that is, heavily focused on protecting and nurturing young children's early caregiving relationships and ensuring timely services to meet their developmental needs. **FTMs** equally focus on promoting families' strengths and accomplishments and building relationships among family members and professionals, allowing them to work together to problem-solve and proactively address barriers to reasonable efforts. **FTMs** begin early in the case and continue until a permanency decision is reached.
- **Protective Factors** are factors that reduce the risk child abuse and neglect: nurturing and attachment, parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and family interactions that help children develop the ability to communicate clearly, regulate their emotions, and form healthy relationships (see https://www.childwelfare.gov/pubPDFs/guide_2018.pdf and <https://cssp.org/our-work/projects/protective-factors-framework/>).
- **Reflective Practice** can be understood as critical self-reflection and self-awareness in relationship to one's professional practice that involves examining past actions, emotions, experiences and responses and using that information to understand how/ why one responds a certain way (see Leering, M. (2014). Conceptualizing reflective practice for legal professionals. *Journal of Law and Social Policy*, 23(5), 83-106).
- **Resource Families** is a term that the Administration for Children and Families Children's Bureau is encouraging the child welfare field to use in lieu of foster parents. Resource families encompass all types of out-of-home caregivers: foster parents, foster-to-adopt families, and kinship caregivers. This shift in terminology recognizes that resource families are critical partners for child welfare professionals because they provide care for children who cannot live with their parents and they can play a crucially supportive role in reunification (see <https://www.childwelfare.gov/topics/permanency/recruiting/>).
- The national **SBCT Database** is managed by the National Resource Center, which provides technical assistance for continuous quality improvement through the use of regular site data reports tracking SBCT implementation and outcomes.
- **Siloing of services** is caused by long-standing funding and professional education practices that can result in family-serving systems and agencies operating independently of each other. This can inadvertently cause barriers to access or gaps in service delivery.
- The **Social Determinants of Health** are environmental factors that enable parents to provide nurturing care and for children to thrive: family economic stability, food security, and housing stability; education and employment pathways; social supports and social cohesion; access to quality health and mental health care; and a safe home, neighborhood, and community environment (<https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-of-health>).
- **Two-Generation Programs** build family well-being by intentionally and simultaneously working with children and the adults in their lives together (see <https://ascend.aspeninstitute.org/two-generation/what-is-2gen/>).

REFERENCES & KEY RESOURCES

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- Quality Improvement Center for Research-Based Infant-Toddler Court Teams. (2019). *Putting the science of early childhood to work in the courtroom: An e-learning series for judges and attorneys*. Washington, DC: ZERO TO THREE. Available at <https://learn.childwelfare.gov/lms/course/view.php?id=62>
- ZERO TO THREE. (2019). *Safe Babies Court Team™: Building strong families and healthy communities*. [Video]. Available at: <https://www.zerotothree.org/resources/2634-safe-babies-court-team-building-strong-families-and-healthy-communities>

APPENDIX 4

Sample Active Community Team Roster

INFANT-TODDLER COURT TEAM
SAMPLE ACTIVE COMMUNITY TEAM ROSTER

| Core Team | |
|---|--|
| County Public Health | Community Coordinator, Supervisor |
| County- County Attorney's office | Attorney |
| Guardian Ad Litem Program | GAL |
| County CFS | Case Worker, Supervisor |
| Judicial District | Judge |
| County Planning Resource & Organizational Development | Supervisor Social Work Coordinator |
| Parent/Family Representation and Support | |
| Individual Parent/Family Representatives | Parent, Family Members |
| Parent Advocate Organization | Parent, Family Members |
| County Minor Parent's Program | Case Manager |
| County Family Support Services (voluntary services) | Case Manager |
| Local University | Professor |
| YWCA- Young Mother's Program | Director |
| Individual Parent/Family Representatives | Parent, Family Members |
| Parent Advocate Organization | Parent, Family Members |
| Adult and Child Mental Health | |
| Local Chapter, State Infant and Early Childhood Mental Health Association | -Chapter Chair |
| Early childhood trauma treatment provider | Psychotherapist, Child-Parent Psychotherapy (CPP) clinician (IECHMH Consultation) |
| Community-based mental health treatment provider organization (holistic and professional care, education and treatment provider for children with emotional, behavioral, and learning disabilities) | Director of Outpatient Services |
| County mental health department | -Children's Mental Health Case Manager -CFS Staff Psychologist |
| Community-based comprehensive behavioral health care provider organization | -Chief Clinical Officer -Program Manager; Child and Family Team -Evidence-based dyadic treatment clinicians (CPP & Attachment and Biobehavioral Catch- |

| | |
|--|--|
| | Up) |
| Community-based mental health provider organization | Therapists |
| Community-based mental health counseling, intervention, case management advocacy, & rehabilitative services for adults, children and families | -Clinical Director -Therapists |
| Medical Providers & Public Health | |
| Community Health Center | -Pediatric Nurse Practitioner -Dental Services Director -Child Mental Health Therapist -Adult Behavioral Health Therapist/Counselor |
| County Public Health Dept. Home Visiting Programs | -Program Coordinator; Nurse Family Partnership (Evidence-Based MIECHV Home Visiting Program) -Program Coordinator, Perinatal Substance Use Program, Nurse Home Visiting Program -Program Coordinator; Maternal Child Health, Universal Home Visiting |
| County Public Health Dept. Healthy Start | -Program Director |
| Community Hospital | -Maternal Child Health Coordinator -Maternal Child Health Service Line Manager |
| Community Hospital - Pediatrics | -Care Coordinator -Pediatrician |
| Community Hospital | -Birthplace Manager -NICU Social Worker |
| Child Development/Early Intervention | |
| Public School District <ul style="list-style-type: none"> ECFE/First Year Program/Help Me Grow/Early Intervention/Special Education | -ECFE Program Coordinator -ECFE Teachers (FYP) -ECFE Therapist (FYP) -HMG Program Manager |
| Early Head Start local program | Director |
| Public Library | -Youth Services Supervisor -Early Literacy Program Coordinator |
| Family Time and Visitation Services | |
| Children and Families Collaborative: Coalition of community partners supporting children and families by connecting them to resources and opportunities embracing our | Executive Director |

| | |
|--|---|
| cultures and building community and well-being through strong equitable leadership | |
| Foster and Volunteer Families Organization | President/Founder |
| Placements/ Resource Families and Related Services | |
| County Foster Care Association | -FC licensors -Foster Parents |
| Bethany Crisis Shelter | -Shelter Director -Lead Worker |
| Community-based foster care service organization | Licensors |
| Housing | |
| Support, transitional housing service provider/organization | -Program Coordinator -Group Facilitator |
| Homeless and Housing Services, Public Housing Apartments | -Apartment Services Coordinator -Family Coach Lead -Early Childhood Coordinator |
| HRA-Housing and Redevelopment Authority | -Section 8 Housing Specialist -Public Housing Specialist |
| Salvation Army | -Transitional Housing Social Services Coordinator |
| City Housing | Family Supportive Housing Case Manager |
| AI CHO- American Indian Community Housing Organization | Director of Programming |
| Substance Use Disorder | |
| Community-based provider organization (Center for Alcohol and Drug Treatment) | -Director of Clinical Operations -Program Director Clear Path (MAT) -LADCs |
| Community-based provider organization | - Program Manager of Addictions -LADC |
| Recovery Alliance (Peer Support Org) | -Founder & Co-Founder -Peer Support Specialists |
| Victim Services & Supports | |
| Domestic violence shelter/services organization | -Shelter Manager -Resource Center Director |

| | |
|--|---|
| First Witness Child Advocacy Center | -Program Director, Forensic Interviewer and Trainer -Family Advocate & Trainer |
| Law Enforcement & Probation | |
| Area Regional Corrections (ARC) | Senior Supervisor |
| County Probation | Probation Officer |
| Family Planning & Education | |
| Planned Parenthood | Northeast MN Education Manager |
| Other Partners | |
| Local University | -Professor/Mediation Certificate Program |
| Guardian Ad Litem Program | -Program Supervisor |
| Board of County Commissioners | -County Commissioner |
| Philanthropy Organization | -Portfolio Manager |

APPENDIX 5

HRSA Salary Limitations

HRSA Salary Limitation:

The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020, restricts the amount of direct salary that may be paid to an individual under a Department of Health and Human Services (HHS) grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2021, the Executive Level II salary level is **\$199,300¹** (formerly \$197,300 in 2020). According to P.L. 116-260, Sec. 202: "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."

Implementation

Awarded salary levels will be determined using information provided in the application. HRSA's competing grants, cooperative agreements, or applications that request direct salaries for individuals in excess of the applicable rate of \$199,300 per year (or \$95.82 per hour for a full-time appointment of 2080 hours per year) will have their budgets adjusted in accordance with the legislative salary limitation. The non-federal entity will be notified of this adjustment, as it will affect the budget in current and future years. No funds will be awarded, committed, or disbursed in excess of the salary cap limitation.

See the breakdown and examples of the limitation below:

| | |
|--|-----------|
| Individual's <i>actual</i> base full- time salary: \$255,000 | |
| 50 percent of time will be devoted to project | |
| Direct salary | \$127,500 |
| Fringe (25 percent of salary) | \$31,875 |
| Total | \$159,375 |

Amount that may be claimed on the application budget due to the legislative salary limitation:

| | |
|---|------------------|
| Individual's base full-time salary <i>adjusted</i> to Executive Level II: \$199,300 | |
| 50 percent of time will be devoted to the project | |
| Direct salary | \$99,650 |
| Fringe (25 percent of salary) | \$24,913 |
| Total amount | \$124,563 |

APPENDIX 6

ZERO TO THREE Subaward Agreement Template

SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT ("Agreement"), **Contract No. [ZTT to enter]**, is made effective as of April 1, 2022 by and between ZERO TO THREE: National Center for Infants, Toddlers and Families, a nonprofit organization with offices at 2445 M Street NW, Suite 600, Washington, DC 20037, ("ZERO TO THREE"), and **[Subawardee to enter company name]** ("Subawardee"), a state or local governmental entity with offices at **[Subawardee to enter company address]**. (ZERO TO THREE and Subawardee are referred to collectively as the "Parties" and individually each as a "**Party**".)

The Parties hereby enter into this Agreement whereby Subawardee will perform certain services for, and provide product deliveries to, ZERO TO THREE, as specified herein, in support of ZERO TO THREE's prime contract **4U2DMC32394-03-03** ("Prime Contract") with the United States Department of Health and Human Services ("Government"), and agree to the following terms and conditions.

1. SCOPE OF WORK. Pursuant to the terms and conditions of this Agreement, Subawardee agrees to provide all necessary facilities, personnel, equipment and materials to accomplish the Statement of Work ("SOW") as Attachment A. The SOW is incorporated into and shall hereby become a part of this Agreement.

2. TERM AND PERIOD OF PERFORMANCE. This Agreement shall commence on April 1, 2022, and will continue through **September 29, 2022**, unless otherwise terminated ("Term"). The actual period of performance for this Agreement will be determined by the SOW. Notwithstanding the foregoing, this Agreement and all its terms and conditions shall remain in full force and effect until all deliverables are completed or otherwise terminated, and this Agreement is terminated and/or completed.

3. QUALITY ASSURANCE AND QUALITY CONTROL. Subawardee is responsible to ZERO TO THREE for the professional qualifications of the personnel it assigns to work under this Agreement, for the quality of their performance, and for the quality of all reports and other deliverables furnished under this Agreement.

4. BUDGET, INVOICING AND PAYMENT.

The Parties agree to the budget ("Budget") submitted in connection with Subawardee's performance of its obligations under this Agreement. The Budget is attached hereto and incorporated herein as Attachment B. Any and all modifications to the Budget must be agreed to in writing by both Parties.

Subawardee may only be paid for its services performed in connection with this Agreement, consistent with the SOW, and in accordance with the payment terms set forth herein. Payment will be made by ZERO TO THREE to Subawardee upon Subawardee's submission of proper, detailed and complete invoices to ZERO TO THREE and in accordance with following:

(a) During the Term, all Subawardee invoices shall be submitted as original invoices

to the attention of the ZERO TO THREE contact listed below. Invoices should be consistent with Attachment C to this Agreement. Upon the satisfactory delivery of Subawardee's original invoices to ZERO TO THREE, ZERO TO THREE shall pay Subawardee for the satisfactory performance of Subawardee's services and the satisfactory delivery of Subawardee's products, as set forth in the SOW. Subawardee's submission of a proper invoice(s) may not, in the aggregate, exceed **[ZTT to enter contract amount]**. Payment terms are net thirty (30) days after ZERO TO THREE's receipt of payment for Subawardee's costs from the Government.

(b) All Subawardee invoices must include: (1) an invoice number and date; (2) this Subcontract number; and (3) a complete description, including current month and year-to-date actual expenditures, project budget in accordance with the Budget, and (4) a year-to-date actual-to-budget variance.

(c) All invoices must be signed by the designated Subawardee representative, who shall certify that the invoiced amounts are accurate and that Subawardee has in its possession records for all amounts for which payment is requested. Each Subawardee invoice with backup documentation shall be emailed to invoices@zerotothree.org.

(d) Subawardee must submit to ZERO TO THREE all invoices by no later than the twentieth (20th) day following the expiration or termination of this Agreement, and ZERO TO THREE shall have no obligation to reimburse Subawardee or pay any amounts for any invoices submitted after such twentieth (20th) day, time being of the essence thereto. Any amounts that may be due as set forth in any invoice submitted by Subawardee to ZERO TO THREE after the aforesaid twentieth (20th) day shall be deemed forfeited by Subawardee.

5. CONFIDENTIAL INFORMATION.

(a) Each Party agrees that, for the Term and any extension thereof and for a period of five (5) years from the date of termination of this Agreement, it shall use the same or similar means to protect Confidential Information (as herein defined) as it uses to protect its own similar confidential proprietary information, but in any event not less than reasonable means. "Confidential Information" shall include, but not be limited to, any and all oral, written or electronically transmitted information designated by either ZERO TO THREE or Subawardee as being of a proprietary and sensitive nature.

(b) Confidential Information of the other Party shall not include information which belongs to the recipient Party or is (i) already known by the recipient Party without an obligation of confidentiality other than under this Agreement, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient Party, (iii) rightfully received from a third party who has the right to disclose such information, (iv) independently developed by the recipient Party without use of the other Party's Confidential Information, (v) disclosed without similar restriction to a third party by the Party owning Confidential Information, (vi) approved by the other Party for disclosure, or (vii) required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, so long as the Party required to disclose the information makes a

reasonable effort to provide the other Party with prior notice of such requirement. Each Party may use Confidential Information received from the other Party only in connection with this Agreement and a renewal of the same or any follow-on agreement and may disseminate such Confidential Information only to its employees in connection with their employment with such Party.

(c) Subawardee shall be responsible for its employees complying with the confidentiality provisions set forth in this Section 5. Subawardee agrees to immediately report to ZERO TO THREE any actual and suspected violations of the confidentiality requirements set forth in this Section 5.

6. CONFLICT OF INTEREST. Subawardee warrants that at the date of execution of this Agreement, no organizational conflict of interest exists or is likely to arise in the performance of its obligations under the Subcontract. Subawardee warrants that it shall advise ZERO TO THREE immediately if a conflict of interest arises in the future. Subcontract shall comply with HRSA's Federal Financial Assistance Conflict of Interest Policy, which can be found at:

https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/HRSA_COI_Policy.pdf.

Subawardee must submit disclosure of a potential Conflict of Interest within 30 days of discovery, by email, to the ZERO TO THREE administrative contact listed in Section 31. We will delineate Conflict of Interest (COI) requirements in sub-award agreements with successful applicants.

7. INSPECTION AND ACCEPTANCE. Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at the address specified in Section 32 of this Agreement. Acceptance of supplies or services provided under the SOW shall be made by the ZERO TO THREE Program Director.

8. KEY PERSONNEL.

(a) "Key Personnel" are the following employees of Subawardee, along with their titles, all of whom are mutually recognized by Subawardee and ZERO TO THREE as essential to the successful completion and execution of any Task issued under this Agreement:

[Subawardee to enter name(s) of key personnel]

(b) All Key Personnel shall be assigned to the extent necessary for the timely completion of the task to which they are assigned. Proposed substitutions for the designated Key Personnel must be submitted at least two (2) weeks in advance of the substitution and must be accompanied by a detailed explanation of the circumstances necessitating the substitution, a resume for the proposed substitute and any other information requested by the ZERO TO THREE Project Director needed to approve the proposed substitution. The ZERO TO THREE Project Director will notify the ZERO TO THREE Contract Administrator of the decision and the SOW will be modified, as appropriate.

9. REMOVAL/REPLACEMENT OF SUBAWARDEE PERSONNEL. In the event the

performance of assigned Subawardee personnel is determined by ZERO TO THREE and/or the Government to be unsatisfactory, Subawardee shall provide satisfactory personnel replacement, including complete resume(s), within fifteen (15) calendar days of receipt by Subawardee of notice from ZERO TO THREE requesting the personnel removal or replacement. Proposed substitutes shall meet all requirements of the appropriate labor category.

10. ASSIGNMENT. Subawardee agrees that none of the deliverables to be furnished under this Agreement shall be assigned or subcontracted (including to independent consultants) without the prior written permission of ZERO TO THREE.

11. CHANGES.

(a) Within the general scope of this Agreement, the work to be performed under the SOW may be changed unilaterally by ZERO TO THREE at any time by written notice to Subawardee. Within ten (10) working days after said notice, Subawardee will provide ZERO TO THREE with a price estimate, if applicable, for performing the changed work. ZERO TO THREE and Subawardee shall negotiate an equitable adjustment of price and schedule resulting from the changes, as may be required.

(b) Failure to agree to any adjustment under this Paragraph shall be resolved by the Parties under Section 14 of this Agreement. However, nothing in this Section 11 shall excuse Subawardee from proceeding diligently with the performance of the work as changed.

12. ASSIGNMENT OF CLAIMS. Subawardee shall not assign its rights to be paid amounts due or to become due as a result of performance under this Agreement without the prior written consent of ZERO TO THREE.

13. TERMINATION.

(a) If the Government elects to terminate ZERO TO THREE's Prime Contract, ZERO TO THREE shall have the right to terminate this Agreement, or any part hereof, for its convenience. In the event of a termination, Subawardee shall immediately stop all work hereunder and shall immediately cause its suppliers to cease work. Subject to the terms of this Agreement, Subawardee shall be paid for all work actually performed by it and accepted by ZERO TO THREE through the effective date of termination.

(b) ZERO TO THREE may terminate this Agreement, or any part hereof, for cause:

- (i) in the event of any default by Subawardee, defined as failure to deliver work conforming to the requirements of this Agreement.
- (ii) if Subawardee fails to comply with any contract terms and conditions herein;
- (iii) if Subawardee is late in performing and fails to provide ZERO TO THREE, upon written request, with adequate assurances of future performance;
- (iv) if Subawardee becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay debts as they become due; or
- (v) if the Government requests or orders that this Agreement be terminated.

Prior to a termination by ZERO TO THREE for the reasons set forth in this Section 13(b)(i-iv) above, ZERO TO THREE shall provide Subawardee with written notice setting forth the cause(s) which may lead to a termination under this Section 13 and allowing Subawardee ten (10) days to cure. If ZERO TO THREE elects to terminate this Agreement for the reason set forth in Section 13(b)(v), Subawardee shall not be entitled to any written notice prior to termination of this Agreement.

(c) In the event of a termination for cause, ZERO TO THREE shall pay Subawardee for all work performed and accepted prior to termination, and any work in progress of which ZERO TO THREE, in its sole discretion, chooses to become the owner.

(d) Subawardee may terminate this Agreement upon ZERO TO THREE's failure to pay Subawardee the sums due to Subawardee under the terms of this Agreement, provided that Subawardee first shall provide ZERO TO THREE with at least ten (10) days advanced written notice regarding such failure to pay, in each instance, and further provided that ZERO TO THREE has not remedied its payment failure within such ten (10) days period.

(e) In the event of Subawardee's proper termination of this Agreement in accordance with the terms of this Agreement, ZERO TO THREE shall pay Subawardee for all work performed and accepted prior to termination, and any work in progress of which ZERO TO THREE, in its sole discretion, chooses to become the owner.

14. DISPUTES. The Parties agree to attempt to resolve any dispute arising under this Agreement first by elevating the matter to appropriate levels of management within each organization. In the event that any dispute is not resolved within thirty (30) days after notice thereof by the aggrieved Party, either Party may file suit in accordance with Section 26 of this Agreement. Subawardee agrees that pending any decision, appeal or judgment on the settlement of any dispute arising under this Agreement, Subawardee shall proceed diligently with the performance of this Agreement.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY.

(a) To the maximum extent permitted under the domicile state laws of Subawardee, Subawardee agrees to indemnify ZERO TO THREE, its affiliates, successors, assigns, employees, agents, directors, and officers (the "ZTT Parties") harmless from and against any and all claims, demands, suits, judgments, damages, costs, losses, expenses, including reasonable attorneys' fees and expenses and other liabilities incurred by the ZTT Parties that directly or indirectly arise out of, relate to, or are based on, Subawardee's breach or violation of this Agreement.

(b) Neither Party shall be liable for indirect, incidental, consequential, or punitive damages of any nature or kind, resulting from or arising in connection with this Agreement.

16. EXCUSABLE DELAYS.

(a) ZERO TO THREE and Subawardee shall be excused from performance hereunder and Subawardee shall be relieved of performance penalties for any period either is prevented from performing any services hereunder in whole or part as a result of any act

of God, war, civil disturbance, epidemic, court order, government act or omission, non-cooperation by audit subjects, ZERO TO THREE-approved delays, or other cause beyond the Party's reasonable control, and such nonperformance shall not be a default hereunder or a ground for termination of this Agreement for cause. Notwithstanding the foregoing, each Party shall have the obligation to take reasonable steps to mitigate the effects of any cause of excusable delay.

(b) Subawardee shall notify ZERO TO THREE in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to ZERO TO THREE of the cessation of such occurrence.

(c) In the event that any excusable delay continues for longer than twenty (20) days, ZERO TO THREE shall have the right to terminate the delayed work for ZERO TO THREE's convenience and to reprocure that work from another source or to perform that work.

17. NOTICE REGARDING LATE DELIVERY. In the event that Subawardee anticipates or encounters difficulty in complying with deliverables delivery schedule or date, it shall immediately notify, in writing, the ZERO TO THREE Project Director. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by ZERO TO THREE of any contract delivery schedule, or of any rights or remedies provided by law or under this Agreement.

18. INSURANCE. As provided for under state or local laws, Subawardee shall, at all times and without exception, insure its employees under the Worker's Compensation Act, and carry Bodily Injury, Property Damage, and Automobile Liability Insurance in amounts specified below or with amounts as provided for under state or local laws. Upon request, Subawardee shall furnish ZERO TO THREE proof of required insurance.

Commercial General Liability:

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Auto Liability:

\$1,000,000 Combined Single Limit

Employers Liability:

\$500,000 Each Accident Limit

\$500,000 Disease Policy Limit

\$500,000 Disease Each Employee Limit

Workers Compensation: Statutory

19. INTELLECTUAL PROPERTY RIGHTS.

(a) Subawardee shall identify any and all intellectual property (IPR) that it will use, or intends to use, in connection with its performance of this Agreement (Pre-existing IPR). Subawardee shall be and remain the owner of its Pre-existing IPR that existed prior to execution of this Agreement. With respect to its Pre-existing IPR, and in consideration for

entering into this Agreement, Subawardee grants to ZERO TO THREE and the Government royalty-free, irrevocable, nonexclusive, worldwide, perpetual and sublicensable licenses for use, modify, reproduce, distribute, create derivative works of, publicly display and perform the Pre-existing IPR and IPR in any medium now known or later developed in connection with the products and services that are the subject matter of the Prime Contract and this Agreement.

(b) With the exception of Subawardee's Pre-existing IPR, all IPR developed by Subawardee related to the services and products provided by Subawardee pursuant to this Agreement ("Work Product IPR") shall be deemed to be the work product of, and owned by, ZERO TO THREE and Subawardee shall make no claim as to ownership of any such Work Product IPR. ZERO TO THREE grants to Subawardee royalty-free, irrevocable, nonexclusive, worldwide, perpetual and sublicensable licenses for use, modify, reproduce, distribute, create derivative works of, publicly display and perform the Work Product IPR in any medium now known or later developed.

(c) Notwithstanding anything set forth in this Section 19 to the contrary, at all times Subawardee shall be bound by, and must be in compliance with, the Intellectual Property Section of the HHS Statement (January 2007) as that may be amended from time-to-time ("HHS Statement").

20. REPRESENTATION AND CERTIFICATIONS. Subawardee shall complete all required Representations and Certifications as they apply to this Agreement. Subawardee further agrees that it will provide additional or annual Representations and Certifications as may be requested by ZERO TO THREE in connection with this Agreement, and also agrees to promptly notify ZERO TO THREE of any changes which modify the information contained in any such Representations and Certifications.

21. COMPLIANCE WITH LAWS. Subawardee shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Agreement, including those made applicable solely by virtue of being a Subawardee under the Prime Contract, including without limitation all applicable rules and policies: (i) found at <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/grants-policy-bulletin-2018-04.pdf> (ii) set forth in the HHS Grants Policy Statement, and (iii) HHS Health Resources and Services Administration Funding Terms and Conditions including without limitation the requirements set forth in Attachment D to this Agreement. Subawardee acknowledges that it has received the Subaward Notification set forth in Attachment E to this Agreement. Subawardee acknowledges that it shall submit all necessary information to complete the Property Report set forth in Attachment F when and as required by ZERO TO THREE and/or the Government.

22. EXPORT CONTROLS. Each of the Parties is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws, to the extent applicable.

23. INDEPENDENT CONTRACTORS. ZERO TO THREE and Subawardee are independent contractors in relation to each other with respect to all matters arising under

this Agreement. Nothing herein shall be construed to establish a partnership, joint venture, association or employment relationship between the parties. Neither Party shall be deemed to be an agent of the other or to have any authority to bind or create any obligation, express or implied, on behalf of the other.

24. WHOLE AGREEMENT. This Agreement and the SOW attached hereto contain and embody the entire agreement of the Parties hereto and supersede all prior agreements, negotiations and discussions between the Parties hereto. Any representation, inducement or agreement that is not contained in this Agreement shall not be of any force or effect. Except as otherwise expressly provided in this Agreement, this Agreement may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both Parties hereto.

25. NO PUBLICITY. No news releases, public announcement, Customer(s) names, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without the prior written consent of ZERO TO THREE, and, if required, the Customer(s). The restrictions of this Section 25 shall continue in effect upon completion or termination of this Agreement for such period of time as may be mutually agreed upon in writing by the Parties. In the absence of a written established period, no disclosure is authorized.

26. GOVERNING LAW/VENUE. This Agreement will be governed by and construed and enforced in accordance with the laws of the domicile state of Subawardee without giving effect to the principles of conflict of laws thereunder.

27. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts and each counterpart shall constitute one and the same Agreement.

28. WAIVER. No Party shall be deemed to have waived any right hereunder unless such waiver is in writing, and the waiver or failure of either Party to exercise in any respect any right provided for herein shall not be a waiver of any further right hereunder.

29. SEVERABILITY. If any portion of this Agreement is held or determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Agreement had been executed within the invalid portion eliminated.

30. THIRD PARTY BENEFICIARIES. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a Party to this Agreement.

31. NOTICES. All notices or other communications required hereunder shall be in writing and shall be deemed duly given if delivered in person (with receipt therefor), or if properly mailed, first class, postage prepaid, to the addresses indicated herein or emailed to the email address noted below. Notwithstanding the foregoing, no notice shall be deemed void or insufficient if (i) the party for whom such notice is intended admits to its receipt or (ii) receipt of such notice is otherwise proven.

ZERO TO THREE

2445 M Street NW, Suite 600,
Washington, DC 20037

Attn: Chief Financial and Administrative Officer

Pvaldivia@zerotothree.org

Subawardee to enter company name

Subawardee to enter company address

Subawardee to enter city, state and zip

Attn: [Subawardee to list contract point of contract]

32. HEADINGS. Any headings used in this Agreement are for purposes of organization only and have no independent legal significance.

33. ORDER OF PRECEDENCE. Any conflict in contractual terms shall be resolved in the following order of precedence:

- (1) This Agreement
- (2) Attachment D – HHS Terms and Conditions
- (3) Attachment A - Statement of Work
- (4) Attachment B – Budget
- (5) Attachment C – Invoice Template
- (6) Attachment E – Subaward Notice
- (7) Attachment F – Property Report

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed as of the day and year below written.

ZERO TO THREE: National Center for Infants, Toddlers, and Families

Signature Date

Signatory Name Title

[Subawardee to enter company name]

Signature Date

Signatory Name Title

Attachment A – STATEMENT OF WORK
[Subawardee to enter company name]
Infant-Toddler Court Program (ITCP)

Statement of Work for [Name of Organization]

April 1, 2022 through September 29, 2022

Goal: The overall goal of the ITCP is to improve the health, well-being and development of infants, toddlers, and families involved with the child welfare system and dependency. We are asking sites to implement the ten core components of the SBCT Approach in alignment with the best practices to support the overall goal. The scope of work includes the following activities:

1. Comply with ZERO TO THREE subrecipient monitoring requirements, including:
 - a. Completing a risk assessment and/or Single Audit questionnaire and submitting supporting documentation to assist with monitoring and reporting
 - b. Complete Single Audit, in accordance with [45 CFR 75 Subpart F-Audit Requirements](#)
 - c. Obtain a DUNS number through [Dun & Bradstreet](#), if one is not already in place
 - i. By **April of 2022**, the federal government will stop using the DUNS number to uniquely identify entities registered in the System for Award Management (SAM). At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) created in SAM.gov. They will no longer have to go to a third-party website to obtain their identifier. Active registrants will have their UEI assigned and viewable within SAM.gov; there is no action for registered entities to take at this time. This transition allows GSA to streamline the entity identification and validation process, making it easier and less burdensome for entities to do business with the federal government. Users are not required to take any action at this time.
 - d. Register and maintain active registration in [SAM.gov throughout award period](#)
2. The local Leadership and Stakeholders will partner with the National Resource Center for the ITCP at ZERO TO THREE (“NRC”), including assigned Regional Field Specialists, on all implementation activities including the following:
 - a. Develop of Strategic Community Landscape Assessment to address the implementation strategies of the following components of the Safe Babies Court Team Approach:
 - i. Identify State and Community Stakeholders to serve on the Community Design Team.
 - ii. In partnership with the NRC, lead the Community Design Team and identified workgroups.
 - iii. Engage in Community Process Mapping facilitated by the National Resource Center
 - b. Build the Site Team
 - i. Hire a full-time (1FTE) Community Coordinator
 - ii. Community Coordinator will participate in the Community Coordinator Academy and onboarding to the SBCT Approach provided by the NRC
 - c. Full participation in an NRC-led Training and Technical Assistance Offerings, Webinars, and virtual and in-person trainings
 - d. Participate in ongoing assessments facilitated by the NRC
 - e. Partner with the NRC to plan and host annual site visits

- f. Participate in two virtual or in-person “peer-to-peer sharing engagements”: these are opportunities for the State Leadership Team and local Site Leadership Teams to meet with HRSA-MCHB program staff as an opportunity for shared learning and strengthening linkages
- g. Participate in the Annual Cross Sites Meeting
- h. Regular participation in Technical Assistance and Support offerings including, Community of Practice calls for Judges, Community of Practice Calls for Attorneys, and Community Practice Calls for Community Coordinators.
- i. Participate in sustainability planning for maintaining the increased number of families served and laying the groundwork for future further expansion
- j. Support all Continuous Quality Improvement (CQI) activities, including:
 - i. Completing Site Data Use Agreements and Confidentiality Forms
 - ii. Participating in all Continuous Quality Improvement activities including:
 - 1. Training on the Plan, Do, Study Act cycle, provided by the NRC QI Manager
 - 2. Planning for CQI activities, including meeting with the ZERO TO THREE Quality Improvement Manager, to identify CQI metrics
 - 3. Participating in monthly review of CQI metrics
- k. Completing NRC Training and TA evaluation/feedback forms (brief online surveys)
- 3. The National Resource Center for the Infant-Toddler Court Program will: Partner with the Local Site Team to facilitate the development of the Strategic Community Landscape Assessment and Site Plan.
 - a. Facilitate Site Process Mapping
 - b. Provide training, technical assistance (TA), and resources on implementation of the SBCT strategic framework and core components to address gaps in family engagement, racial inequities, and barriers to accessible community services
 - c. Provide TA on building local evaluation capacity to generate and use data that will support long-term sustainability as well as other sustainability TA as requested by the site that may include fund mapping/scanning and policy and budget technical assistance
- 4. Complete the above activities in accordance with a timeline to be developed jointly between the ITCP site and ZERO TO THREE to ensure that scope of work is achieved.

Attachment B – BUDGET
[Subawardee to enter company name]
Infant-Toddler Court Program (ITCP)

Amount Not To Exceed: [ZTT to include contract amount]

[ZTT to insert Subawardee Budget]

Reimbursement of travel expenses: ZERO TO THREE will reimburse the Vendor for approved travel expenses up to federally prescribed Per Diem rates for each travel location (www.gsa.gov). Reimbursement may not exceed 75% for first and last day of travel. Reimbursement is contingent upon submission of original receipts, including all itemized meal receipts, via the Non-Staff Reimbursement Form, provided by ZERO TO THREE within 10 days from the last day of business travel. Reimbursement for alcoholic beverages is prohibited. Late submissions are subject to non-payment.

Invoicing: All Vendor invoices must include: (1) an invoice number and date; (2) this contract number; (3) a complete description, price and quantity for all invoiced work.

Submit invoice and travel expense reimbursements to invoices@zerotothree.org.

Internal ZTT Billing: 300204

Attachment C – INVOICE TEMPLATE
[Subawardee to enter company name]
Infant-Toddler Court Program (ITCP)

[ZTT to insert Subawardee Invoice Template]

**Attachment D -- HHS Terms and Conditions
HHS Health Resources and Services Administration
Incorporated By Reference**

Subrecipients must comply with all terms and conditions outlined in this Agreement, including the policy terms and conditions in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, applicable; as well as any requirements or limitations in any applicable appropriations acts.

All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). **Parts I through III** of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.

This Agreement is subject to 45 CFR 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards, as applicable:

<https://www.ecfr.gov/cgi-bin/text-idx?SID=30621845bd2ad83c59830acc38c63470&mc=true&node=pt45.1.75&rqn=div5>.

Funding for this Agreement is authorized under Social Security Act, Title V, §501(a)(2) (42 U.S.C. §701(a)(2)), as amended.

This Agreement is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 for sub-award and executive compensation reporting requirements, as outlined in Appendix A to 2 CFR Part 170. For more information, visit <https://www.hrsa.gov/grants/ffata.html>.

This Agreement is subject to the requirements of 48 CFR 3.908 (found at <http://www.ecfr.gov>) implementing section 828 of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112239, enacted January 2, 2013) entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" apply to this award. This notice requires that Subrecipients to inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. The details of 41 U.S.C. 4712 can be found at <http://uscode.house.gov/browse.xhtml>.

HRSA requires recipients of Federal fund to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with nongovernmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government."

Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs. Additional information can be found at: <https://www.hrsa.gov/grants/manage/acknowledge-hrsa-funding>

Subrecipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320-7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, or (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care

program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

Executive Order 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at:

<http://www.hhs.gov/ocr/lep/revisedlep.html>.

This Agreement is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the term, go to the <http://www.hrsa.gov/grants/trafficking.htm>. If you are unable to access this link, please contact the Project Director identified in this Agreement.

To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <https://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88352, as amended and 45 CFR Part 75). In some instances, a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.

This award is subject to requirement as set forth in 2 CFR 25 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov>. It is incumbent that you, as a Subrecipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active Subaward or an application or plan under consideration, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. Note: SAM information must be updated at least every 12 months to remain active. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees ([https://www.sam.gov/sam/transcript/SAM Quick Guide Grants Registrationsv1.6.pdf](https://www.sam.gov/sam/transcript/SAM%20Quick%20Guide%20Grants%20Registrationsv1.6.pdf)), an entity's registration will become active after 35 days.

In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same sex marriage. By "same sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs

except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IVA, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.

Subrecipients must maintain adequate property and equipment records in accordance with 45 CFR 75. A Real Property Report is due annually. The Tangible Personal Property Report is required at Award closeout. https://www.ecfr.gov/cgi-bin/text-idx?SID=1a98b9bd3c1a44cc801c7b67032a4a3c&mc=true&node=sq45.1.75_1310_675_1315.sg1&rgn=div7

The Consolidated Appropriations Act, 2017, Division H, § 202, (P.L.11531) enacted May 5, 2017, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$189,600, effective January, 2018. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to subrecipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.

Consistent with 45 CFR 75.113, subrecipients must disclose, in a timely manner, in writing to ZERO TO THREE and the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the ZERO TO THREE and to the HHS OIG at the following addresses:

ZERO TO THREE: National Center for Infants, Toddlers and Families
Attention: Pia Valdivia, Chief Financial and Administrative Officer
2445 M Street NW, Suite 600,
Washington, DC 20037
pvaldivia@zerotothree.org (Include "Mandatory Grant Disclosures" in subject line)

and

U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building, Room 5527
Washington, DC 20201
Fax: (202) 205-0604 or
Email: MandatoryGranteeDisclosures@oig.hhs.gov (Include "Mandatory Grant Disclosures" in subject line)

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension and debarment (See also 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

The DHHS Inspector General maintains a tollfree hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS)

This Agreement is subject to Appendix XII to 45 CFR 75 - Recipient Integrity and Performance Matters, which requires Subrecipients to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in

§75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321). If the total Federal share of the Federal award is more than \$500,000 over the period of performance, Appendix XII to CFR Part 45 is applicable to this award.

Initial expenditure of funds by the Subawardee constitutes acceptance of this Agreement.

Attachment E – SUBAWARD NOTIFICATION

Subawardee is hereby notified by ZERO TO THREE that this Agreement is considered a subaward under *45 CFR 75.351 – Subrecipient and contractor determinations*.

The following information applies to this subaward and Subawardee as a subrecipient ("Subrecipient") under this Agreement:

FEDERAL AWARD INFORMATION

Federal Awarding Agency: Department of Health and Human Services, Health Resources and Services Administration

Federal Award Identification Number: 4 U2DMC32394-03-03

Federal Award Date: September 30, 2020

Total Amount of the Federal Award: [ZTT to enter amount of Federal award]

CFDA Number and Name: 93.110

R&D Award: NO

Pass-Through Entity: ZERO TO THREE: National Center for Infants, Toddlers and Families

ZERO TO THREE Official Contact Information: Pia Valdivia, Chief Financial & Administrative Officer, phone: (202)864-2932; email: pvaldivia@zerotothree.org

SUBRECIPIENT INFORMATION

Subrecipient Name: [Subawardee to enter company name]

Subrecipient DUNS Number: [Subawardee to enter company's DUNS number]

Subaward Period of Performance: 4/1/2022 to 9/29/2022

Amount of Federal Funds Obligated by this Action: [ZTT to enter contract action obligation amount]

Total Amount of Federal Funds Obligated to Subrecipient: [ZTT to enter contract total obligation amount]

Indirect Cost Rate: [Subawardee needs to check appropriate option for IDC rate.]

Subrecipient Indirect Cost Rate: (check one)

_____ Approved Federal Indirect Cost Rate. Subrecipient should attach NICRA.

_____ Indirect Cost Rate has been negotiated between ZTT and Subawardee.

_____ Subawardee elects use of de Minimis indirect cost rate as defined in 45 CFR 75.414 *Indirect (F&A) costs, paragraph(b)*.

Federal Passthrough Requirements for Subrecipient: Subrecipient shall comply with the terms and conditions as identified in the Agreement and its Attachments.

Subrecipient Required Financial and Performance Reports: Subrecipient shall comply with financial and performance reporting requirements as outlined in the Agreement and its Scope of Work identified in Attachment A to this Agreement.

Right to Access to Records and Records Retention: Subrecipient shall provide access to records to the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and ZERO TO THREE in accordance with 45 *CFR* 75.364 *Access to records* and as frequently as necessary for ZTT and other parties to meet the requirements of 45 *CFR* 75.352 *Requirements for pass-through entities*, 45 *CFR* 75.300 *Statutory and national policy requirements* through 45 *CFR* 75.309 *Period of performance and Availability of Funds*, and 45 *CFR* 75 Subpart F – *Audit Requirements*.. Subrecipient shall retain records related to this Agreement in accordance with 45 *CFR* 75.361 *Retention requirements for records*.

Closeout: Subrecipient invoices shall be submitted in accordance with Section 4. Budget, Invoicing and Payment of this Agreement. In addition, Subrecipient shall comply with the applicable provisions of 45 *CFR* 75.381 *Closeout*, 45 *CFR* 75.386 *Post-closeout adjustments and continuing responsibilities*.

Attachment F – PROPERTY REPORT

[ZTT to insert Subawardee Property Report Template]