



SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT ("Agreement"), **Contract No. 2020090541**, is made effective as of September 30, 2020, by and between ZERO TO THREE: National Center for Infants, Toddlers and Families, a nonprofit organization with offices at 1255 23rd ST NW Washington, DC 20037, ("ZERO TO THREE"), and **Washoe County Human Services Agency** ("Subawardee"), a state or local governmental entity with offices at **350 South Center Street, Reno, NV 89501** (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 **5 U2DMC32394-03-00** ("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 September 30, 2020, and will continue through **September 29, 2021**, 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 **\$75,000.00**. 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 the ZERO TO THREE Subaward Manager, **Lena Cunningham**, at invoices@zerotothree.org, lcunningham@zerotothree.org and jcarron@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. A Conflict of Interest Statement is attached hereto and incorporated herein as Attachment G. Subawardee 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.

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:

Key Program Personnel: John Bryant, Human Services Coordinator
Key Fiscal Personnel: Lauren Soulam, Grants Coordinator

(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 reprocur 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 and the Conflict of Interest Statement set forth in Attachment G 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
1255 23rd Street
Washington, DC 20037
Attn: Chief Financial and Administrative Officer
lschiflett@zerotothree.org

Washoe County Human Services Agency
350 South Center Street
Reno, NV 89501
Attn: John Bryant

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 G – Conflict of Interest Statement
- (4) Attachment A - Statement of Work
- (5) Attachment B – Budget
- (6) Attachment C – Invoice Template
- (7) Attachment E – Subaward Notification
- (8) Attachment F – Property Report

[signatures on the following page]



Contract # 2020090541

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 _____

Washoe County Human Services Agency

Signature _____ Date _____

Signatory Name _____ Title _____



Attachment A – STATEMENT OF WORK
Washoe County Human Services Agency
Year 3: September 30, 2020 to September 29, 2021

Goal: In support of the national Infant-Toddler Court Program's priorities, the ORGANIZATION will serve as a program site ("ITCP Site") for implementation and sustainability of the Safe Babies Court Team™ (SBCT) approach. The scope of work includes the following activities for YEAR THREE:

1. The local Site Leadership Team 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:
 - Having a full-time Community Coordinator in place at the start of the grant period
 - Full participation in an NRC-led Learning Collaborative (which will include monthly calls and may also include prework), Webinars, and virtual and in-person trainings
 - Participating in assessment work that builds on the sub-awardee's needs assessment as reported in the application as well as ongoing assessment, facilitated by the NRC
 - Working with the NRC to plan and host a kick-off meeting and annual site visits
 - Working with the NRC to develop the Active Community Team that will meet frequently and regularly
 - Working with the NRC to engage family leadership on the Active Community Team and/or creating a Family Advisory Group
 - Participating in monthly Site Leadership Team calls to monitor implementation progress, address barriers to implementation, and engage in CQI on established improvement benchmarks for each site
 - Participating in sustainability planning
 - Regular participation in bi-monthly Community of Practice calls for Judges, facilitated by the National Council of Juvenile and Family Court Judges
 - Regular participation in monthly Community of Practice calls for Attorneys, facilitated by the American Bar Association Center on Children and the Law
 - Supporting the Community Coordinator's active participation in learning and coaching activities provided by the NRC including:
 - Weekly Community of Practice calls



- In-person activities when social distancing restrictions are lifted (peer-to-peer shadowing; dedicated time with assigned Regional Field Specialist during site visits)
 - Participating in the Annual Cross Sites Meeting; 3 members of the ITCT site will have expenses covered by ZERO TO THREE
 - Participating 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
- 2. Support all Continuous Quality Improvement (CQI) and program performance reporting activities including:
 - Hiring part time staff, or reallocating existing staff, to perform data entry functions
 - Completing Site Data Use Agreements and Confidentiality Forms (if needed)
 - Working with the NRC Quality Improvement (QI) Manager to develop capacity for accurate, timely, and complete case data entry in the national SBCT Database including:
 - Regularly and frequently entering case data, as soon as the site begins taking cases
 - Resolving data accuracy issues with the NRC QI Manager in a timely and responsive manner
 - Participating in training on new data elements/measures that may be incorporated into the SBCT Database, provide by the NRC QI Manager
 - Participating in all Continuous Quality Improvement activities including:
 - Training on the Plan, Do, Study Act cycle, provided by the NRC QI Manager
 - Planning for CQI activities, including meeting with the external evaluator RTI International to identify CQI metrics
 - Participating in monthly review of CQI metrics during monthly Site Leadership Team calls (referred to above), conducted by RTI International (initiated when RTI determines there is sufficient data entered)
 - Completing NRC Training and TA evaluation/feedback forms (brief online surveys)
- 3. 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
Washoe County Human Services Agency

Amount Not To Exceed: \$75,000.00

| | Budget |
|-----------------------------------|----------------------------|
| 6. Object Class Categories | 09/30/20 - 09/29/21 |
| a. Personnel | \$ - |
| b. Fringe Benefits | \$ - |
| c. Travel | \$ - |
| d. Equipment | \$ - |
| e. Supplies | \$ - |
| f. Contractual | \$ 75,000 |
| g. Construction (leave blank) | \$ - |
| h. Other | \$ - |
| i. Total Direct Charges | \$ 75,000 |
| j. Indirect Charges | \$ - |
| k. TOTALS | \$ 75,000 |

Reimbursement of travel expenses: ZERO TO THREE will reimburse the Subawardee 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 Subawardee 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 **Lena Cunningham**, ZERO TO THREE, 1255 23rd ST, NW, Suite 350, Washington, DC 20037; invoices@zerotothree.org, lcunningham@zerotothree.org; and jcarron@zerotothree.org.

Internal ZTT Billing: 300203



Contract # 2020090541

Attachment C – INVOICE TEMPLATE

Washoe County Human Services Agency

Subcontractor Name Washoe County Human Services Agency

To: ZERO TO THREE
1255 23rd ST NW
Suite 350
Washington, D.C. 20037
invoices@zerotothree.org
lcunningham@zerotothree.org
jcarron@zerotothree.org

Invoice No.: 1
Prime Contract No. 5 U2DMC32394-03-00
Project No: 300203
Subcontract No. 2020090541

Grant Period: September 30, 2020 - September 29, 2021
Current Billing Period:

Invoice Date: -

| Description | Budget | Prior Period Expenses | Current Expense | Project to Date Expenses | Budget Remaining (over/under) | % |
|---|--------|-----------------------|-----------------|--------------------------|-------------------------------|------|
| Personnel | | - | - | - | - | - |
| Fringes (lesser of actual or provisional) | | - | - | - | - | - |
| Total Personnel | - | - | - | - | - | - |
| Other Costs | | | | | | |
| Travel | | - | - | - | - | - |
| Equipment | - | - | - | - | - | - |
| Supplies | | - | - | - | - | - |
| Contractual | 75,000 | - | - | - | 75,000 | 100% |
| Other Direct Costs | | - | - | - | - | - |
| Total Other Costs | 75,000 | - | - | - | 75,000 | 100% |
| Subtotal expenses | 75,000 | - | - | - | 75,000 | 100% |
| Indirect Costs - G & A | | - | - | - | - | - |
| Total Costs | 75,000 | - | - | - | 75,000 | 100% |

| | |
|-------------|------|
| Invoice Due | 0.00 |
|-------------|------|

Submitted by:

Signature

Name

Title

Please make check payable to:

I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with the Agreement.



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

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

Subrecipient 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>.

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 Agree 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 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 ,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: <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.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 <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. 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. 88-352, 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. It is incumbent that you, as a Subrecipient, to 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. Register at www.SAM.gov.

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=sg45.1.75_1310_675_1315.sg1&rqn=d4v7

The Further Consolidated Appropriations Act, 2020, Division H, § 202, (P.L.116-94) enacted December 20, 2019, restricts the amount of direct salary that may be paid to an individual under a HRSA grant and cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2020, the Executive Level II salary level is ,300. 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. For individuals whose salary rates are in excess of Executive Level II, the nonfederal entity may pay the excess from nonfederal funds.

Consistent with 45 CFR 75.113, Subrecipient 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
ATTN: Laura W Shiflett, Chief Financial and Administrative Officer
1255 23rd Street, Suite 350
Washington, DC 20037
LShiflett@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).

If the total Federal share of this Agreement is more than \$500,000 over the period of performance, Appendix XII to CFR Part 45 is applicable to this award, Recipient Integrity and Performance Matters, which requires Subrecipient 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).

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).

Initial expenditure of funds by the grantee 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: 5 U2DMC32394-03-00

Federal Award Date: Sep 30 2020

Total Amount of the Federal Award: \$9,948,026.00

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: Laura W. Shiflett, Chief Financial & Administrative Officer, phone: 202/857-2600; email: lushiflett@zerotothree.org

SUBRECIPIENT INFORMATION

Subrecipient Name: Washoe County Human Services Agency

Subrecipient DUNS Number: 073786998

Subaward Period of Performance: Sep 30 2020 - Sep 29 2021

Amount of Federal Funds Obligated by this Action: \$75,000.00

Total Amount of Federal Funds Obligated to Subrecipient: \$75,000.00



Indirect Cost 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.

 X 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* and *45 CFR 75.386 Post-closeout Adjustments and Continuing Responsibilities*.

Attachment F – PROPERTY REPORT TEMPLATE

[illegible]



Attachment G – CONFLICT OF INTEREST STATEMENT

Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Subrecipient's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient. If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest.

Subrecipient shall have established written conflict of interest policies that 1) address conditions under which outside activities, relationships or financial interests are proper or improper; 2) provide for advance notification of outside activities, relationships, or financial interests, and a process of review as appropriate; and 3) outline how financial conflicts of interest may be addressed.

Subrecipient must disclose in writing to ZERO TO THREE any potential conflicts of interest supported by a federal award, including measures taken by Subrecipient to resolve the potential conflict of interest.

Examples of potential conflicts of interest include but are not limited to:

- Selection, award, or administration of a contract supported by a Federal award
 - An employee, officer, or agent, his/her partner or immediate family member, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - Officers, employees, and agents soliciting or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- Procurement actions presenting organizational conflicts of interest in relation to a parent, affiliate or subsidiary organization that is not a state, local government or Indian tribe
 - Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- Situations raise concerns about the appearance of a loss of impartiality
 - A potential conflict of interest is presented where an employee, officer, or agent of the Subrecipient is involved in a particular matter involving specific parties and the employee, officer, or agent of the Subrecipient knows (or should know) that: 1) the matter is likely to affect the financial interests of a member of an employee, officer, or agent of their household; or (2) one or more of the above-referenced parties to the matter is represented by or has a close personal relationship with the other party.