

**AGREEMENT BY AND BETWEEN FORT BEND COUNTY
AND ZERO TO THREE**

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Zero to Three (hereinafter "ZTT"), a nonprofit organization.

WITNESSETH

WHEREAS, County desires that ZTT provide local staff, training, technical assistance, programmatic administration, and topical expertise to the Fort Bend County Court Team for Maltreated Infants and Toddlers (hereinafter "Services");

WHEREAS, ZTT represents that it is qualified and desires to provide the Services;

WHEREAS, County has determined that this Agreement is for professional services and therefore is exempt from competitive bidding under Chapter 262 of the Local Government Code.

WHEREAS, County applied for and received a Department of Justice FY09 Office of Juvenile Justice and Delinquency Prevention Grant, Award No. 2009-JL-FX-K175, totaling \$300,000.00 which was allocated for purchase of the Services, (hereinafter "Grant Funds");

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Project

ZTT shall render Services as described in the Scope of Services attached hereto as Exhibit A.

Article II. Personnel

2.1 ZTT represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that ZTT shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of ZTT shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ZTT who, in the opinion of County, is incompetent or by his or her conduct becomes detrimental to the Project shall, upon request of County, immediately be removed from association with the Project.

Article III. Compensation and Payment

3.1 Services shall be provided at the rates provided in the attached Exhibit A.

3.2 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is three hundred thousand dollars and no/100 (\$300,000.00). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.3 On or about the twentieth (20) day of each month during the performance of Services hereunder ZTT shall submit to County original invoices showing the amounts due for services performed during the previous month in a form acceptable to County until such time as all of the Grant Funds are expended.

3.4 County shall review such invoices and approve them within 15 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice to ZTT within thirty (30) calendar days of approval of invoice.

3.5 ZTT acknowledges that payments related to this Agreement are contingent upon receipt by County of the Grant Funds described herein.

3.6 ZTT acknowledges that payments related to this Agreement are contingent upon the full compliance of ZTT and any subcontractors with the requirements of Article V of this Agreement. ZTT understands and agrees that it shall be liable to repay to County, and shall repay to County upon demand, any amounts determined by County, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

3.7 County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Term

The term of this Agreement shall be for a period of twenty-four months beginning October 1, 2009.

Article V. Certifications and Grant Requirements

5.1 ZTT shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When requested, ZTT shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

5.2 ZTT shall provide all information necessary for County to comply with the reporting requirements of the Grant.

5.3 ZTT acknowledges that County reserves the right to conduct or cause to be conducted an independent audit of all funds received under this agreement.

Article VI. Termination

6.1 Termination for Convenience

6.1.1 County may terminate this Agreement at its sole option at any time, with or without cause, by providing thirty (30) days written notice of such intention to terminate and by stating in said notice the "Termination Date" which shall be at least thirty (30) days later than the actual receipt of such written notice by ZTT.

6.1.2 ZTT may terminate this Agreement upon thirty (30) days written notice by certified mail to County. ZTT may not give notice of cancellation after it has received notice of default from County.

6.2 Termination for Default

6.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

6.2.1.1 If ZTT fails to perform services within the time specified in the Scope of Project or any extension thereof granted by the County in writing;

6.2.1.2 If ZTT materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.2.2 If, after termination, it is determined for any reason whatsoever that ZTT was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.

6.2.3 If it is found that ZTT violated any of the requirements of Article V of this Agreement, it will be the responsibility of ZTT to refund to County any and all of the Grant Funds expended on ZTT's behalf, as well as any penalties, sanctions, and interest assessed against County.

6.3 Upon termination of this Agreement, County shall compensate ZTT in accordance with Article III, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. ZTT's final invoice for said services will be presented to and paid by County in the same manner set forth in Article III above.

6.4 If County or ZTT terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to ZTT.

Article VII. Indemnity

7.1 TO THE EXTENT ALLOWED BY LAW, ZTT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, PENALTIES, SANCTIONS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ZTT, ITS AGENTS, EMPLOYEES, OFFICERS, OR CONTRACTORS, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ZTT OR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS, OR CONTRACTORS.

7.2 TO THE EXTENT ALLOWED BY LAW, ZTT SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, PENALTIES, SANCTIONS, REPAYMENT OF FUNDS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ANY EXPENDITURE OF GRANT FUNDS LATER DETERMINED TO BE INELIGIBLE FOR FUNDING.

7.3 TO THE EXTENT ALLOWED BY LAW, ZTT SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY ZTT, ITS AGENTS, EMPLOYEES, OFFICERS, OR CONTRACTORS.

Article VIII. Insurance

8.1 Prior to commencement of service, ZTT shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. ZTT, or its subcontractor, shall provide certified copies of insurance endorsements and/or policies if requested by County. ZTT, or its subcontractor, shall maintain such insurance coverage from the time services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of service. The required insurance shall be and the types and amounts as provided below:

8.1.1 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover the liability for bodily injury, personal injury and property damage and products/completed operations arising out of the business operations of the policyholder.

8.1.2 Auto Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

8.1.3 Workers' compensation insurance with statutory limits. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

8.1.4 Employers' liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

8.1.5 Professional liability insurance with a limit of not less than \$1,000,000.

8.2 Commercial general liability and auto liability insurance policies shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.

8.3 If required coverage is written on a claims-made basis, ZTT warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the contract is completed.

Article IX. Independent Contractor

In performance of the work or services hereunder, ZTT and its agents, employees, officers, or contractors shall be deemed independent contractors. ZTT and its agents, employees, officers, or contractors shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article X. Contract Administration

10.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Auditor's Office, 301 Jackson Street, Suite 533, Richmond, Texas 77469, Attention: Christine Bune, or at such other place or places as it may from time to time designate by written notice delivered to ZTT. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.

10.2 All written notices, demands, and other papers or documents to be delivered to ZTT under this Agreement shall be delivered to Zero to Three, Court Teams for Maltreated Infants and Toddlers Project, 2000 M Street, NW, Suite 200, Washington, D.C. 20036, Attention: Executive Director, or such other place or places as ZTT may designate by written notice delivered to County.

Article XI. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XII. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XIII. Successors and Assigns

County and ZTT bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIV. Changes and Amendments

14.1 Any alterations, additions, or deletions to the terms of this agreement which are required by changes in federal, state or local law or regulations are automatically incorporated into this agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

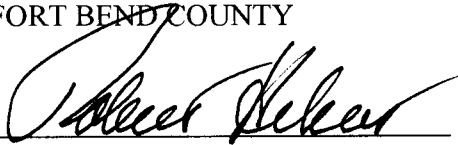
14.2 County may from time to time require changes in the scope of services to be performed ZTT. Such changes that are mutually agreed upon by and between ZTT and County in writing shall be incorporated into this agreement.

Article XV. Publicity

ZTT shall not make news releases, publicize or issue advertising pertaining to this Agreement without first obtaining the written approval of County.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1 day of October 2009.

FORT BEND COUNTY



Robert E. Hebert, County Judge

12/22/09

Date

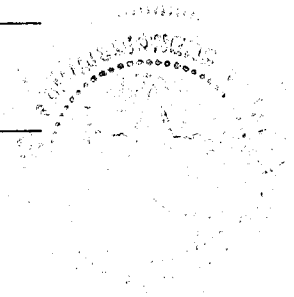
ATTEST:



Dianne Wilson, County Clerk

12-22-09

Date



ZERO TO THREE

Michelle Martineau Green

Authorized Agent- Signature

Michelle Martineau Green

Authorized Agent- Printed Name

Chief Operating Officer


Authorized Agent- Title

12/10/09

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 300,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A

Fort Bend County Court Team for Maltreated Infants and Toddlers Budget Narrative

Program costs are based upon the budgetary requirements of each grant and our best estimation of anticipated expenditures. In developing these costs, we have drawn upon our years of experience managing government grants and contracts. Costs are estimated for a 14 month budget period.

B. Contract Services

Fort Bend County will contract with Zero To Three (ZTT) to provide local staff, training, technical assistance, programmatic administration and topical expertise. Zero To Three's cost estimate is comprised of the following:

1.) **Salary and Leave** costs are the direct costs associated with the staffing configuration proposed for this project and reflect the level of staff necessary to perform all proposed tasks. The proposed staffing pattern is cost-efficient and secures well qualified staff to perform the services. The salaries proposed, combined with our fringe benefit package, are competitive in the marketplace and are reflective of our understanding of the range of compensation levels required for professional staff members on a major national project of this size and scope.

FY09 funded sites include two funded by BJA (New Haven, CT and Des Moines, IA) and five funded by OJJDP (Douglas County, GA; Omaha, NE; Hattiesburg, MS; Cherokee, NC; and Fort Bend County, TX). In addition, ZERO TO THREE continues to manage an OJJDP site in Honolulu, HI, funded in FY08. Costs for the ZERO TO THREE staff managing the sites are allocated at one-eighth the total expenses. The OJJDP grant will pay for personnel costs of staff located in Washington, DC as follows:

- **Director of Professional Development (0.025 FTE):** The Director of Professional Development will supervise the Project Director and is involved in all personnel decisions affecting project staff in DC and Fort Bend County. She meets weekly with the Project Director to review progress, discuss problems, and oversee the budget. As an expert in early childhood development, she provides the Project Director with input on training activities.
- **Project Director (0.125 FTE):** The Project Director manages all aspects of the Court Teams Project including policy and procedure development; program evaluation; data collection and analysis; compliance reporting; budget development and tracking; and staff supervision, development, and training.
- **Assistant Director (0.125 FTE of 80% FTE):** The Assistant Director supervises the work of the Fort Bend County Community Coordinator and the Training and Outreach Coordinator. On a weekly basis she interacts with the Community Coordinator by telephone and email to discuss the activities of the Court Team, to plan training events, to review progress on individual cases and the quality of the data being entered into the project's web-based

database. She makes site visits to Fort Bend County to meet with the judge, Community Coordinator, and other members of the Court Team.

- **Project Associate (0.125 FTE):** The Project Associate will process credit card and expense reports for the Community Coordinator. S/he will collect materials for site trainings and assembles them in the packets participants will receive. S/he will order supplies and business cards and sends them to the Community Coordinator. S/he will maintain the National Court Teams Information Sharing Network listserv and send out postings on information relevant to the work under way in Fort Bend County. S/he will work with the Community Coordinator to setup and maintain the Fort Bend County Court Team listserv.

Full-time Community Coordinator, Ruby Shaw, is located in Fort Bend County, Texas. Ruby Shaw provides on-site coordination and support for service integration to infants and toddlers served by the project.

The Training and Outreach Coordinator, Connie Almeida, is also located in Fort Bend County. Dr. Almeida (0.30 FTE) provides training and consultation to the Fort Bend County Court Team and to other Texas courts interested in the Court Team concept. She builds relationships with public and private child serving agencies at the state and local level and plays a leadership role in two special projects in Fort Bend County:

1. Enhancing visitation practices.
2. Implementing infant mental health services.

2.) **Fringe costs** are direct costs associated with the proposed Fort Bend County Court Team budget as ZERO TO THREE maintains a competitive benefits package in order to attract well-qualified professional and support staff and retain them throughout the course of a grant. Our standard benefits package includes: vacation, holiday, family and medical leave, health and dental insurance, a tax deferred employee savings plan, a defined contribution employee pension plan, life insurance, accidental death and dismemberment and Workers Compensation as well as mandatory Federal and State taxes. The cost of leave (i.e., annual, sick, holidays and family and medical leave) are pooled across the organization and charged proportionally to all projects based on direct labor costs. Fringe benefits are taken as a percentage of total direct labor, including leave. The 24.0 % fringe benefit rate proposed in the budget represents ZERO TO THREE's current fringe rate proposal to the Department of Health and Human Services (HHS). ZERO TO THREE received an extension and submitted its yearly request for its Indirect Cost update which includes a request for a new fringe rate on May 29, 2009. An analysis of ZERO TO THREE's audited actual fringe costs for the fiscal year ending September 30, 2008 and its year to date performance through March 31, 2009 demonstrate that costs have increased above the 21.7% fringe rate approved in June 2008 by HHS. As such, ZERO TO THREE is proposing to use 24.0% as its fringe rate as it more closely matches its actual fringe costs. Fringe benefits for the project total \$32,470.

3.) **Travel** expenses are based on standard ZERO TO THREE policy, and applicable federal regulations. In determining reimbursement rates for travel costs, ZTT will adhere to the federal government's per diem rate for that location and time of year. If lodging cannot be located at or

below the approved government per diem rate, ZTT will seek to identify accommodations at a rate as close to the allowable federal lodging per diem as possible. Travel costs are described separately for ZERO TO THREE staff and for consultants/Fort Bend County Court Team members.

For budgeting purposes, ZERO TO THREE estimates costs as follows:

- Airfare at \$500
- Ground transportation at \$100 which includes shuttle service between home and airport (\$25 each way) and cab fare between the airport and the hotel (\$25 each way).
- Ground travel at \$0.55 per mile.
- Per diem meals at \$55 per day.
- Lodging at \$175 per night.

Information about Specific Trips: Travel is designed to build knowledge among the Fort Bend County Court Team and support the Community Coordinator. Legal decisions should reflect the growing body of scientific knowledge related to what helps babies and toddlers develop into fully functioning adults. This ties to the overall goals of the project:

- Increase knowledge among key stakeholder groups about the negative impact of abuse and neglect on very young children.
 - Enhance the local court's capacity to improve outcomes and prevent future court involvement in the lives of very young children.
-
- *National Training Institute:* Ruby Shaw and Connie Almeida will attend this five-day training conference in Dallas, Texas, where they will meet with their counterparts at the other Court Team sites and learn the latest information regarding social, emotional, and cognitive development in very young children. Female staff will share rooms.
 - *ZERO TO THREE Scientific Meeting:* Each spring, ZERO TO THREE convenes our annual Scientific Meeting in Washington, DC. Ruby Shaw and Connie Almeida will travel to hear from cutting edge researchers on the latest developments in social, emotional, and cognitive development in very young children, and to interact with scientific researchers who comprise ZTT's Board of Directors and Fellows. The three day trip will allow the Court Teams staff to participate in the full Scientific Meeting and have time to meet as a team.
 - *All Sites Meeting:* At this meeting, representatives from all active Court Team sites meet to discuss consistent implementation of the project's core components in each of the sites. Connie Almeida and Ruby Shaw will attend this three day meeting in Hattiesburg, Mississippi in the fall of 2009.
 - *Site Visits:* Assistant Director, Kim Diamond-Berry, will make two visits to Fort Bend County to conduct training, observe proceedings in the court rooms, and assist in building service capacity and partnerships in the local community. Site visits will last three days.
 - *OJJDP Grantee Meeting:* The Project Director and Assistant Project Director will attend every session of the fall 2009 OJJDP Grantee Meeting. Because ZERO TO THREE is

located in Washington, DC and the staff attending the training work at our DC office, no travel costs will be incurred for this trip.

- *Ground Travel:* Mileage reimbursement and parking fees are budgeted for Ruby Shaw to permit her to attend meetings with Fort Bend County Court Team members at various locations around the county and to participate in related meetings around the state.

4.) Supplies: On a monthly basis, it is estimated that the Community Coordinator and staff at ZERO TO THREE will require some of the following basic office supplies: ink cartridges for the printer, paper for printing and reproduction, pens and pencils (ballpoint, highlighter, dry erase, markers), file folders, note pads, Post-Its, paper clips, staples, White Out, and other standard office supplies. Based on the Court Team Project's history of purchasing such supplies, an annual amount of \$1,000 is budgeted. These supplies are purchased by ZERO TO THREE and made available to DC staff and Fort Bend County staff.

To support literacy efforts, Fort Bend County will receive a \$200 shipment of high quality children's books for Judge Pope to give to parents during court hearings. ZERO TO THREE will provide the Community Coordinator with a number of reference materials for her professional development and for the Court Team throughout the year, estimated at \$710. These publications will include ZERO TO THREE Press publications related to infant mental health such as: *Psychotherapy with Infants and Young Children* (\$32), *Becoming Attached* (\$21.95), *Beyond Common Sense* (\$24.95), *Infant/Child Mental Health, Early Intervention, and Relationship-Based Therapies* (\$39.95), *Caring for Infants and Toddlers in Groups: Developmentally Appropriate Practice* (\$29.95), *Finding Hope in Despair: Clinical Studies in Infant Mental Health* (\$49.95). The primary audience for these publications will be the Community Coordinator and the judge but there will be the opportunity to purchase multiple copies of documents that would be beneficial for additional members of the Court Teams. Because important new publications are being issued frequently it is not possible to provide an exhaustive list of all the publications that will be purchased using these funds. The purpose of this line item is to assist the Court Teams staff in keeping abreast of the latest research findings.

An additional \$1,000 is charged to support the printing of additional copies of **Helping Babies from the Bench; Using the Science of Early Childhood Development in Court**. Copies will be disseminated at their local meetings and other trainings. The judges and Community Coordinators will each have a supply of the DVDs to disseminate in the course of their work.

One desktop computer and printer/fax machine is budgeted at \$1,574 for Ruby Shaw's use.

6.) Consultants/Contracts: All consultants will be paid a daily rate of no more than \$450, in keeping with the Office of Justice Program's ceiling for such services. Included among the consulting costs are the following:

- Kim McCombs (\$350/day) will provide two days of consulting to the ZERO TO THREE Project staff on the evaluation of the project and related reporting.
- Dr. Joy Osofsky (\$450/day) will provide two days infant mental health training and consultation to members of the Fort Bend County Court Team. Dr. Osofsky has played an instrumental role in the development of the Court Team model.
- Dr. Sarah Hinshaw-Fuselier (\$450/day), based in Austin, Texas, will provide 12 days of training and consultation to mental health clinicians providing services in Fort Bend County. Training will include face-to-face training for up to 28 Master's level qualified counselors providing services in Fort Bend County and telephone consultation to the trainees between training sessions to discuss individual cases.
- Dr. Larry Burd (\$450/day) will provide six days of training and consultation to Fort Bend County Court Team on Fetal Alcohol Spectrum Disorders (FASD) in person and by phone. He will work with ZERO TO THREE, Ruby Shaw and members of the Fort Bend County Court Team to educate the community about FASD and the range of permanent disabilities prenatal alcohol consumption has on children and the parents seen in child maltreatment cases.
- *Local Training Needs:* Yet to be determined (\$450/day) are the specific consultants who will conduct two days of training and consultation in Fort Bend County in person and by telephone. Topics will be identified by the Fort Bend County Court Team. In addition to the mental health consultation and training that is needed to expand service capacity, Fort Bend County faces other knowledge and service gaps. For example, the grant anticipates the need to evaluate the site's ability to provide evidence-based parenting education. If it is determined that such services are not widely available, this pot of money will be used to hire a trainer who will work with members of the Court Team to bring that expertise to Fort Bend County.
- A data entry clerk (\$120/day for 91 days) will assist Ruby Shaw in tracking the children and families and entering data into the Project's secure web-based database. The clerk will attend court hearings for the purpose of abstracting information from court records for entry into the database. On a quarterly basis the clerk will review the "missing data" report for the purpose of identifying information on specific cases that needs to be located. She will be responsible for assisting Ruby Shaw in tracking down this information and entering it into the database.

Contracts

Database Maintenance: Since 2006, the Court Teams Project has been tracking information on the families served by the project through the use of a database. The Court Teams database is

meant to track client characteristics, needs and services received. Data is used to monitor project activities, improve services, and report findings to interested parties, including but not limited to funders. As the project expands, the Court Teams will work with LimeLeap (who provides information technology and support to ZERO TO THREE) to provide database maintenance. This maintenance will include identifying and correcting flaws in the database system, creating new reports to capture data, and expanding the detail of reports.

Consultant Expenses

Consultant/Court Team Member Travel:

Funding will support the travel expenses of consultants for the above-referenced meetings. Funding will also support travel by members of the New Haven team to ZERO TO THREE's National Training Institute and the All-Sites meeting.

For budgeting purposes, ZERO TO THREE estimates costs as follows:

- Airfare at \$500
- Ground transportation at \$100 which includes shuttle service between home and airport (\$25 each way) and cab fare between the airport and the hotel (\$25 each way).
- Ground travel at \$0.55 per mile.
- Per diem meals at \$55 per day.
- Lodging at \$175 per night.

Specific Trips:

- *Infant Mental Health:* Dr. Sarah Hinshaw- Fusilier will make four trips to Fort Bend County. Each trip will last two days and require a two-night hotel stay.
- *Infant Mental Health:* Joy Osofsky will make one trip to Fort Bend County to provide training to mental health clinicians on parent-child relationship assessments and child-parent psychotherapy. Her trip will last two days and will require a two-night hotel stay.
- *Fetal Alcohol Spectrum Disorders:* Dr. Burd will make two trips to Fort Bend County for training and consultation on Fetal Alcohol Spectrum Disorder. Each trip will last two days and require a two-night hotel stay.
- *Local Training Needs:* Trainers identified by the Court Team will travel to Fort Bend County. It is anticipated that each training event will require a single consultant to spend two days in Fort Bend County. One trip is planned.
- *National Training Institute:* Judge Pope and one key member of the Fort Bend County Court Team will travel to Dallas, Texas to attend the five-day training event. Costs for this event include a registration fee of \$650 per person.
- *All Sites Meeting:* Judge Pope and one key member of the Fort Bend County Court Team will travel to Hattiesburg, Mississippi to attend the three-day meeting.

- *Annual Advisory Meeting:* This grant will pay the travel costs of two Advisory Committee members to attend this one day meeting.

7.) Other Costs:

Postage & Shipping: Mailings are associated with most tasks. Mailings will include training materials, business cards, organizational handouts, supplies, and copies of *Helping Babies from the Bench*. Based on the Court Team Project's history, \$500 has been budgeted for the 14 month period of performance.

Telephone: This expense covers calls the DC staff make to Fort Bend County. Cell phone costs are included for the Community Coordinators at \$124.95 per month. The Fort Bend County grant will contribute \$59 towards the cost for the Project Director and Assistant Directors' cell phones.

Conference Calls: Weekly staff meetings and other meetings involving one or more of the Court Teams will take place using a conference call service estimated at \$0.06 per line per minute. On a monthly basis we estimate 360 minutes of conference call time with ten participants on each call. The Fort Bend County grant will pay \$1,248 for the 14 month period of performance.

Occupancy: Basic occupancy expenses are based upon current rates for space in our Washington, DC offices and are allocated at the rate of 14.83% per total DC staff salary per month. Based on prior history, we expect that the rent for staff located in Fort Bend County will total \$315 per month.

Printing & Duplicating: In-house duplication of project brochures, training materials, extensive handout materials, and a final report is allocated on the basis of the Court Team Project's history of photocopying, \$500 has been budgeted for the 14 month period of performance. This will cover printing and duplicating in DC and Fort Bend County.

Meeting Facilities: The budget includes audio-visual equipment rental costs for five full-day meetings. Based on prior history, we anticipate space for these meetings will be donated.

Meal Service: It is anticipated that six full-day meetings will be held where coffee service will be offered to approximately 50 participants.

Other Direct Costs: This line item includes expenses which are distributed on a pro rata basis to all project costs centers in the organization including the general and administrative (G&A) cost center. These expenses include auditing, insurance, telephone, equipment and computer depreciation, repairs and maintenance, and taxes. These costs are necessary and specifically required in order for ZERO TO THREE to execute the specific objectives and tasks to be performed under this grant and are allocated at a rate of 5.2% of direct salary and leave costs.

8.) Indirect Costs: ZERO TO THREE's Nonprofit Rate Agreement establishes our fiscal 2008 Indirect Cost rate (G&A) at 23.0% of all direct costs. We are proposing a 20.0% Indirect Cost rate in our budget submission as this rate more closely represents ZERO TO THREE's actual audited costs for the fiscal year ending September 20, 2008. As noted, ZERO TO THREE has

submitted a proposal to HHS for its fiscal year 2009 provisional rate based on an analysis of its audited actual costs for the fiscal year 2008 and its year to date performance through March 31, 2009. Copies of both the proposal and our fiscal 2008 Indirect Cost agreement are attached.

The Indirect Cost category is designed to fairly allocate the organization's central and administrative functions to specific grants, awards, contracts and other projects. The recovery of these costs permits the organization to effectively conduct various programmatic activities. G&A costs include: salaries and fringe benefits of administrative personnel whose time is not otherwise being charged directly to this project's activities; occupancy costs, telephone, internet and computer services and equipment usage associated with administrative, non-programmatic functions; Board of Directors governance activities (travel, meetings, conference calls); bank service charges; salaries and costs of administrative positions not directly associated with the project; and other administrative functions. We are proposing to use 20% as our Indirect cost rate as it approximates both our fiscal year 2008 actual audit results and our current operating experience and is lower than the 23% provisional rate granted to ZERO TO THREE at its last review on June 25, 2008.

RECORDED ON 1-3-10
IN THE COMMISSIONER COURT
MINUTES OF 12-22-09