

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGREEMENT FOR DIRECT SERVICES FOR THE PREVENTION OF
VIOLENCE OR ABUSE/NEGLECT OF A CHILD**

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 Fort Bend County Women's Center, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide services for the prevention of family violence or abuse/neglect of a child (hereinafter "Services") in accordance with Section 51.961 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

1. **Scope of Services.** Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).
2. **Personnel.**
 - A. Contractor 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 Contractor 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.
 - B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
3. **Compensation and Payment.**
 - A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is sixteen thousand two hundred dollars and 00/100 (\$16,200.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
 - B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
 - C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 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 within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **Limit of Appropriation.**

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of sixteen thousand two hundred dollars and 00/100 (\$16,200.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed sixteen thousand two hundred dollars and 00/100 (\$16,200.00).

5. **Term.** The term of the Agreement shall begin on March 1, 2016 and end on December 31, 2016. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

6. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

7. **Termination.**

- A. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - i. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - ii. If Contractor 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.

If, after termination, it is determined for any reason whatsoever that Contractor 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 7.1 above.

- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

D. If County 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 Contractor.

8. **Inspection of Books and Records.** Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

9. **Insurance.**

A. Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A:VII or better, and in amounts not less than the following minimum limits of coverage:

- i. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

• Employers Liability - Each Accident	\$1,000,000
• Employers Liability - Each Employee	\$1,000,000
• Employers Liability - Policy Limit	\$1,000,000

- ii. Commercial General Liability Insurance with limits of not less than:

• Each Occurrence Limit	\$1,000,000
• Damage to Rented Premises	\$300,000
• Personal & Advertising Injury	\$1,000,000
• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$2,000,000

The required commercial general liability policy will be issued on a form that insures Contractor's or its subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

- iii. Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

- iv. Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement.

- B. Contractor will deliver to County evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any services by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

- C. All insurance policies, with the exception of worker's compensation, employer's liability, and professional liability will be endorsed and name the County as Additional Insured for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.
- D. Contractor hereby waives all rights of subrogation against the County. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County. No policy will be canceled until after thirty (30) days' unconditional written notice to the County. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to County thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy.
- E. Contractor is responsible to pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by County prior to the performance of any services by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
- F. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following County contact:
Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: 281-341-3751
Email Address: RiskMgmt@fortbendcountytexas.gov
- G. Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Contractor's or subcontractor's insurance will be kept in force until all services have been fully performed and accepted by County in writing.

10. Indemnity. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

11. Confidential and Proprietary Information.

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession

without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
 - C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
 - D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
 - E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
12. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of

contractor or, where permitted, of its subcontractors. Contractor and its agents, employees, officers, or volunteers 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.

13. Notices.

A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	Fort Bend County Women's Center Inc. P.O. Box 183 Rosenberg, Texas 77406

C. A Notice is effective only if the party giving or making the Notice has complied with subsections 13.A. and 13.B., and if the addressee has received the Notice. A Notice is deemed received as follows:

- i. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- ii. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

14. Compliance with Laws. Contractor 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, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

15. Performance Warranty. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

16. Assignment and Delegation. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation,

dissolution, operation of law, or any other manner. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.

17. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
18. **Successors and Assigns.** County and Contractor 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.
19. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
20. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
21. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.
22. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
23. **Conflict.** In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

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 ____ day of _____, 2016.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

(SEAL)

FORT BEND COUNTY WOMEN'S CENTER, INC.

Vita Goodell
Authorized Agent – Signature

Vita Goodell
Authorized Agent – Printed Name

CEO
Title

3/8/16
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$16,200.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

Exhibit A

FORT BEND COUNTY APPLICATION PACKET FOR FAMILY PROTECTION FUNDING

Fort Bend County Commissioners Court has authorized the adoption of a family protection fee set by statute as \$15. The fee is collected by the District Clerk at the time a suit for dissolution of a marriage under Chapter 6, Family Code is filed. The Commissioners Court of Fort Bend County is seeking one or more nonprofit organizations located in Fort Bend County that provide direct services for the prevention or intervention of family violence or the abuse or neglect of a child. An agency that provides services through another third-party, non-profit will not be eligible for the funds. The amount of the grant(s) for FY 2016 is \$36,200. Each application will be evaluated based on the criteria included in this packet.

Agency Name: **Fort Bend County Women's Center Inc.**

Address: P.O Box 183

City: Richmond

State: TX

Zip: 77406

County: Fort Bend

Is your organization a 501(3)(c) YES

Employer ID or Tax ID Number: 76-0032451

Project Name: Fort Bend Women's Center Shelter and Aftercare Programs

Is the project a new or ongoing part of your organization: Ongoing

Total Project Budget Required: \$3,039,803

Amount Funding Requested: **\$18,200**

Contact Person: Mrs. Vita Goodell

Contact Phone: 281-344-5755

Email: vgoodell@fortbendwomenscenter.org

Agency Web Address: www.fortbendwomenscenter.org

I. ORGANIZATION BACKGROUND

A. A. Mission Statement of the Agency: The Fort Bend County Women's Center assists survivors of domestic violence and sexual assault and their children to achieve safety and self-sufficiency, while striving to prevent violence against women.

B. Total Number of Paid Staff for the Agency: 45

C. Explain how this agency, or a specific project managed by the agency, that will provide direct services qualifies for the Family Protection Account Fee as outlined in the Texas Government Code, Section 51.961 -

"A service provider who receives funds under Subsection (d) may provide family violence and child abuse prevention, intervention, family strengthening, mental health, counseling, legal, and marriage preservation services to families that are at risk of experiencing or that have experienced family violence or the abuse or neglect of a child."

The Fort Bend County Women's Center provides direct services in the form of emergency shelter, case management, counseling, employment and housing

assistance, and other services to families who have experienced domestic violence. We also have several programs aimed at domestic violence and sexual assault prevention.

PROJECT DETAILS

- A. Describe how your agency plans to utilize these funds and describe the direct services being provided and be as specific as possible.
The FBWC will use the funds to provide the following direct services to survivors of domestic violence and their children:

Emergency Shelter – Our Emergency Shelter houses up to 65 women and children. The shelter provides a safe place to stay until the client can move to safe housing. Three nutritious meals and snacks are provided. Access to other Women's Center direct services are provided through the Shelter's on-site staff.

Crisis Hotline – Available 24 hours a day, seven days a week for crisis intervention. Crisis Hotline Operators must assess the caller's situation, ensure that they are in a safe place and coordinate emergency transportation, if necessary. If a caller needs to get away from their situation, the hotline operator assists the caller with creating a safety plan and can arrange for her to be brought to a safe place by a law enforcement official or other means of transportation. In 2015, over 30,000 (to date) calls were received on the 24-hour hotline, most of which were from victims of domestic violence & sexual assault. Callers are often also referred to other community resources, including legal, law enforcement and medical providers.

Case Management – Long-term case management is provided to assist and support clients in setting and reaching goals of self-sufficiency. Case managers also help clients' access agency and community services and complete safety plans. They provide guidance and referrals for employment, education and housing assistance.

Basic Medical Care – All shelter clients have access to an on-site nurse who administers basic medical care, dispenses prescription medication and makes referrals to other medical facilities if needed. The nurse also provides immunizations for all children of shelter residents who have not received recommended child vaccines.

Neurotherapy/TBI (Traumatic Brain Injury) – Our Wellness and Stability Program was added to provide more intense supportive services and housing for severely traumatized and mentally ill victims. The Traumatic Brain Injury (TBI) program has been fully implemented. The FBWC is aware of the potential for detrimental effects on our clients that could be a result of Traumatic Brain Injury (TBI), FBWC began screening and treating many clients willing to participate in this innovative project providing neurofeedback treatment.

Emergency Medical Care – Clients currently access medical care through the OakBend Medical Center Emergency Room and Access Health Clinic (formerly Fort Bend Family Health Clinic).

Transportation – Transportation is provided in all emergencies. Transportation is also provided to all resident/non-resident clients seeking employment, housing, medical and mental health care, social services, legal services, etc.

Counseling – Counselors are available for scheduled sessions with clients. Individual and group counseling are available.

Legal Assistance - Legal advice and assistance are provided by referral to pro-bono lawyer organizations such as Lone Star Legal Aid or Fort Bend Lawyers Care. Case managers act as legal advocates for all agency clients who request this service. Case managers encourage clients to obtain protective orders and help them navigate through the often-complicated legal system.

Cooperation with Criminal Justice Officials – All staff members are trained to encourage clients' full cooperation with the criminal justice system through legal advocacy, support counseling and court accompaniment.

Children's Programs – The agency provides playcare, experiential field trips, and learning opportunities for resident and nonresident children. Parenting skills classes are also offered through this program.

Employment Services – The agency's Learning Resource Center, full-time employment assistant and staff members are available to all clients for GED tutorials and preparation, ESL classes, resume building, life skills and interview skills workshops. Volunteers and staff members provide assistance in filling out applications, career counseling and other employment services.

Clothing - Clothing is available to clients through donations made by the community to the Women's Center and vouchers to the agency's PennyWise Resale Centers.

- B. Describe how the funds being requested will be used to provide direct services for the agency's clients or how the funds will be used for a specific project?

Family Protection Fee funding will be used to partially fund the salaries and benefits of the direct care and support staff in the Fort Bend County Women's Center Shelter and Aftercare Programs. Funds will also be used to cover other operational expenses for the shelter, such as utilities, client transportation expenses, food and cleaning products, etc., all of which are used to provide direct care in the form of shelter and/or support services to victims of domestic violence and their children.

- C. Briefly explain the duties of key staff performing the direct services described in question A above.
- Case Manager – The case manager is the client's "life line", providing front line support and help in setting and progressing toward the client's goals for safety and self-sufficiency. The Case manager provides referrals to Women's Center and outside provider services that will help the client and/or her children.
 - Counselor – The trained counselor meets with clients as needed to provide help and support in dealing with the trauma of domestic violence. Counselors also conduct group counseling sessions for clients and children. Our counselors are either fully licensed LPC's or are in the final stages of training for that license.

- Residential Advocates – Resident Advocates (RA's) are on duty at the Shelter 24 hours a day, 7 days a week. They provide direct support for clients' immediate needs, such as arranging for transportation or appointments with case managers, or providing supplies (diapers, detergent, etc.). They are also responsible for answering the 24 hour hotline.
 - Shelter Director responsible for the management and operation of the Shelter itself and the staff. Clients who need special attention may approach the Shelter Director with their needs.
 - Program Coordinator – supervises all case management and counseling staff. Works directly with clients when needed.
- D. Describe your timeline for implementation if these funds are provided under the grant.
Grant funds will be expended during the calendar year 2016, from January 1st through December 31st.

III. FINANCIAL

- A. Is a copy of your most current Annual Audit attached? If not, please explain.
Yes
- B. Total amount of the request being made to the County: \$36,200
- C. Identify any gaps in funding and the sources of funds that might be used for the project if the overall cost of the project is greater than the funds requested.
- To provide additional funding for the Fort Bend County Women's Center Shelter, these other sources of funding are utilized: Fundraising events (Boogie, Girlfriends Giggle, Music Fest, Gillman Golf tournament), United Way, Texas Dept. of Health and Human Services and other government grants, foundation grants, contributions from individuals and corporations, and revenue from our PennyWise Resale Centers. Current gaps in funding include lower than expected revenues from the PennyWise stores and decreased funding from foundations, corporations and government sources. Family Protection Fee funding will assist in closing any funding gaps.
- D. Does your agency have sufficient capital to manage the funds as a reimbursable grant? Yes
- E. Does your agency charge a fee for service to the client and if so please explain?
No

IV. COMMUNITY IMPACT

A. How many individuals will receive services with this funding? In 2014, **285 women and children received emergency shelter**, which is a **6% increase** from 2013 and 1181 non-residential clients in our aftercare program. An additional 1,108 callers called our hotline and requested shelter and due to lack of space, they were referred to other shelters. Though all the numbers aren't complete for 2015, we project that we will have served over 1,300 men, women and children.

B. What type of benchmarks will be used to measure the success of the proposed project? Identify an appropriate timeline for attaining these benchmarks. Upon leaving the shelter, each client is asked to complete a survey asking about whether she feels more safe and knowledgeable about community services. We measure our success partially through the results of that survey (our goal is to have 80 – 90% of clients state that they feel safer and more knowledgeable) and, of course, by the number of people (women and children) that utilize our services over the course of a year. The primary goal of the proposed project is to provide a safe place for women and children to stay (Emergency Shelter and counseling) while rebuilding their lives to live free of their batterers. Other annual goals and outcomes are listed below:

Goal 1		Shelter residents will gain safety from their abusers.
	Target %	Outcome
	80	Clients will report an increased feeling of safety.
	80	Clients will report feeling that their children's safety has increased.
	80	Clients will report decreased isolation.
Goal 2		Clients will gain self-sufficiency and find resources to become independent of their abusers.
	Target %	Outcome
	80	Clients will report an increased awareness of resources and options due to the services provided by the center.
Goal 3		Shelter children will receive services that will address appropriate nutritional, health and safety needs.
	Target %	Outcome
	85	Clients' children received three healthy meals and two snacks (per day) prepared by the shelter cook.
	85	Clients' children received adequate access to Playcare & Children's Program Activities.
	85	Clients' children received access to physical and mental health services and screenings.

Other Documents to include with this application:

- IRS Designation letter of 501(3)(c) status

- Latest Audited Financial Statement
- Organization Chart
- List of Board of Directors

- Attachment A – Evaluation Criteria Form
- Attachment B – Reporting Requirements & Reimbursement Request
- Attachment C – Financial Application Reporting Form, Expenditure Reports and Reimbursement Requests

**Family Protection Funding Application
Evaluation Form – Attachment A**

Applicant Name: Fort Bend Women's Center

Project Name: Fort Bend Women's Center Shelter and Aftercare Programs

Criteria	Maximum Points
Not located in Fort Bend County.	-50
A total deduction of 10 points will be taken if any required documentation is missing.	-10
Organization Background (10)	
Mission of agency is consistent with Statute requirements.	10
Project Details (35)	
Project description is consistent with requirements of statute.	20
The agency has sufficient resources and staff to accomplish the goals of the project.	10
The agency timeline for management of the project is realistic.	5
Financial Plan (20)	
The agency has sufficient cash flow to fund the project and request reimbursement OR the agency has sufficient cash flow to fund the project until the proposed benchmarks are achieved.	10
Gaps in funding for the proposed project have been identified.	10
Community Impact (35)	
Achieving the proposed benchmarks will serve the needs of victims of child abuse, neglect, or family violence.	20
Is the cost per beneficiary reasonable.	15

**Family Protection Funding Application
Reporting Requirements – Attachment B**

ANNUAL REPORT

- An annual report will be required by December 30th, following the January of the year in which the grant is awarded.
- Briefly describe in a narrative format the goals for the project and the accomplishments to date.
- If you set benchmarks for your program, please describe the activities used to reach the target or, describe any impediments to attaining your benchmarks.
- Complete the Financial Reporting Form (Attachment C, Excel Spreadsheet) as part of the Annual Report.
- If you have chosen to submit a quarterly or monthly narrative report as part of your reimbursement requests, only complete Attachment C – Financial Report Form as a cumulative of the previously reported months or quarters for the Annual Report.

REIMBURSEMENT

- Reimbursement requests may be made monthly, quarterly or annually. An invoice style request or a narrative report can be made to the County Judge's Office, but either style will require Attachment C. Appropriate backup of the expenditures (purchase orders, sales receipts, copies of contract or contractor's invoices, etc.) must be included with the invoice or report.
- If an unanticipated expenditure has occurred during the reporting timeframe, make note in the column labeled *Project Funds Expended* on Attachment C with a brief note of explanation. Complete the report by requesting a reimbursement in the column- *Reimbursement Requested*.

Application Deadline is December 30, 2015
Submit via email to: jenetha.jones@fortbendcountytexas.gov

FORT BEND COUNTY WOMEN'S CENTER

Attachment C - Financial Reporting Form

DIRECT SERVICES PROJECT BUDGET -- EXPENDITURE REPORT -- REIMBURSEMENT REQUEST

Type of Services Budgeted	Project Budget	Application Project Budget	Project Funds Expended	Reimbursement Requested
Personnel & Fringe Benefits	\$ 2,019,466.96	\$ 15,000.00		
Contract Services (outsourced expenses)	\$ 108,428.44			
Materials and Supplies	\$ 66,050.00	\$ 1,000.00		
Equipment Purchases	\$ 6,530.00			
Operational Expenses	\$ 255,992.05	\$ 2,200.00		
Other: (Please list items that may be specific for your program)				
Special Assistance for Clients: TDL, Birth Certificates, Work Uniforms, etc.	\$ 15,000.00			
Child Care	\$ 10,000.00			
YMCA Summer Camp for children	\$ 2,625.00			
Medical Assistance for Clients	\$ 2,920.00			
School Supplies & Uniforms for children	\$ 2,500.00			
Transportation Assistance for Clients	\$ 6,600.00			
Rental Assistance for Clients	\$ 952,224.00			
Total Project Budget	\$3,448,336.45	\$ 18,200.00		
Project Funds Expended during this Time Frame			\$0.00	
Reimbursement Requested during this Time Frame			TOTAL YTD	\$0.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fort Bend County Women's Center, Inc
Richmond, TX United States

Certificate Number:
2016-23496

Date Filed:
03/08/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

14130
FY2016 Family Protection Fee – Fort Bend Women's Center

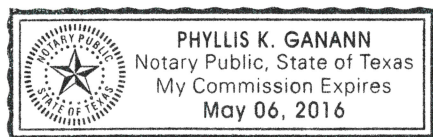
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Vita Goodell

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Vita Goodell, this the 9th day of March, 2016, to certify which, witness my hand and seal of office.

Phyllis Ganann
Signature of officer administering oath

Phyllis Ganann
Printed name of officer administering oath

Title of officer administering oath