

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**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, ("County"), a body corporate and politic under the laws of the State of Texas, and Child Advocates of Fort Bend, Inc. ("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 ("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 ("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 dollars and 00/100 (\$16,000.00). 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 dollars and 00/100 (\$16,000.00), 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 dollars and 00/100 (\$16,000.00).

5. **Term.** The term of the Agreement shall begin on March 1, 2017 and end on December 31, 2017. 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:

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|-------------|---|
| County: | Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469 |
| Contractor: | Child Advocates of Fort Bend, Inc. 5403 Avenue N Rosenberg, Texas 77471 |

- 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 as of the last dated signature below.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

(SEAL)

CHILD ADVOCATES OF FORT BEND, INC.



Authorized Agent – Signature



Authorized Agent – Printed Name



Title



Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$16,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

Exhibit A

FORT BEND COUNTY APPLICATION PACKET FOR FAMILY PROTECTION FUNDING - 2017

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 2017 is \$36,300. Each application will be evaluated based on the criteria included in this packet.

Agency Name: Child Advocates of Fort Bend

Address: 5403 Avenue N.

City: Rosenberg

State: TX

Zip: 77471

County: Fort Bend County

Is your organization a 501(3)(c): Yes

Employer ID or Tax ID Number: 76-0337426

Project Name: Identification, Treatment and Prevention of Child Abuse

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

Total Project Budget Required: \$3,276,941

Amount Funding Requested: \$36,300

Contact Person: Jessica Jubin, Development Officer

Contact Phone: 281-344-5308

Email: jjubin@cafb.org

Agency Web Address: www.cafb.org

I. ORGANIZATION BACKGROUND

A. **Mission Statement of the Agency:** Child Advocates of Fort Bend's mission is to provide a voice, heal the hurt and break the cycle of abuse and neglect for children in Fort Bend County.

B. **Total Number of Paid Staff for the Agency:** 35 (33 FT/2PT)

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."

For 25 years, Child Advocates of Fort Bend has provided the children of Fort Bend County with evidence-based, trauma-informed care for as long as needed while on their path to healing

from an abusive or neglectful situation. This is accomplished through two nationally-affiliated programs, the Children's Advocacy Center (CAC) and Court Appointed Special Advocate (CASA). Since 1991, more than 14,000 children and families have benefited from the agency's direct services and mission to provide a voice, heal the hurt and break the cycle of abuse and neglect. January through November of 2016 alone, Child Advocates of Fort Bend has served more than 966 children.

CAC Program Mission Statement: to lessen the emotional trauma of child victims by coordinating the multidisciplinary investigation, assessment, prosecution and treatment of sexual and serious physical abuse.

The CAC serves as the one safe, child-friendly place that Child Protective Services and law enforcement can bring alleged victims of sexual and physical abuse. With professional forensic interviewers on-call, CAC staff is prepared to assist with an array of services (all free of charge) at a moment's notice. In addition to interviews, the CAC provides Multi-Disciplinary Team case coordination, several modalities of therapy, medical and SANE referrals, mentorship and family and criminal court advocacy. Each of these services are tailored to meet the needs of each child and their non-offending family members. The program takes a comprehensive approach to each unique situation to help child victims and their families cope, heal and move forward from the abuse and trauma that stems from it for as long as it takes.

CASA Program Mission Statement: to advocate for children's "best interests" in the foster care system by recruiting, training and leveraging community volunteers called Court Appointed Special Advocates (CASA).

The CASA Program trains volunteers to serve as Guardians ad Litem for children in the care of the child welfare system. With staff, volunteers actively seek out ways to help children reach permanency and stability as quickly as possible. CASA volunteers advocate for the children's "best interests" and ensure that all needs are met during their time in foster care. CASAs serve as positive role models and at times, mentors and tutors. The staff manages a supporting set of age-specific programs which are used by staff and CASAs to meet the unique needs of each child as they grow and develop. Each of these programs (Infant and Toddler, N.E.S.T. and WINGS) incorporates strategies to help the children develop healthy lifestyles, provide a framework for mentoring and guidance, equip volunteers with specialized resources and implement educational enrichment workshops. The agency provides extra-curricular activities, fieldtrips, incentive parties and rewards for good behavior and grades. This type of enrichment activity is important to help children "normal" despite the turmoil and disruption that they may continue to face.

Public Awareness and Community Outreach: awareness and outreach play vital roles in the prevention of child abuse and neglect. To reduce and one day abolish future occurrences, the community must become informed and openly speak up about the many signs and symptoms of abuse. People must become aware of their basic duties to report suspicions of abuse and know how to do so with the tools and systems available to them. This year, Child Advocates of Fort Bend has launched a major awareness and outreach effort to create a new resource for the

community through a topical, audience-based website and social media campaign. Through online resource directories, original content and articles, exposure to community trainings and tools the organization supplements its traditional means of outreach with its new, digital format which is easy to use, accessible 24-7 and speaks to the online generation. Child Advocates of Fort Bend continues to present programs in person to teachers, medical professionals and students and to host mission-awareness tours at its offices. It also bring presentations on the road to individuals, businesses, churches, and civic and social clubs throughout the community. Research shows that 9 out of 10 child victims do not make an outcry of abuse to anyone, indicating that there are still many children who are silently suffering. They may not yet recognize what they are going through is abuse, they may be frightened or feel threatened, or they may not know of resources and people available to help them. As an agency with a mission to stand against abuse, it is imperative to proactively attempt to reach every child suffering from abuse and neglect.

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.**

Funds will be used to provide the following direct services to Fort Bend County children in the Court Appointed Special Advocates (CASA) Program and Children's Advocacy Center (CAC) Program. Child Advocates of Fort Bend follows a Multi-Disciplinary Team (MDT) model to ensure that children are receiving consistent, individualized support across multiple agencies and services to ensure their transition from an abusive situation occurs as smoothly as possible. Each component of the CAC and CASA Programs is critical in closing gaps within various aspects of the child welfare system and directly assisting Child Advocates of Fort Bend with its mission to provide a voice, heal the hurt and break the cycle of abuse and neglect for Children in Fort Bend County. Funds will be used to provide CAFB staff, volunteer recruitment, training, equipment, materials, supplies and administration to continue direct program services and prevention and awareness activities as described below:

Children's Advocacy Center (CAC):

- *Multi-Disciplinary Team Enhancement Program (MEP):* This new initiative is largely funded by the TX Legislature and being implemented statewide across the Children's Advocacy Center Network. Funding has been received through the agency's partners at CAC of Texas. Child Advocates of Fort Bend has hired a dedicated MDT Coordinator who reviews state intakes with plans to hire a second assistant coordinator in January 2017 to help with a high volume of new cases coming in. The agency has reviewed over 3,400 state intakes which might have been overlooked or delayed in being reviewed. Of these, 26% met criteria for suspected sexual or severe physical abuse. The first step is to bring the children in for forensic interviews. Interviews have been completed for 414 new children and most importantly staff coordinated the involvement with CPS and law enforcement on these cases to ensure children do not fall through the cracks of the

system. Subsequently, all service lines have become impacted including bi-lingual services, family and court advocacy, medical exam coordination and therapy (84 children on therapy waitlist). The agency has experienced an approximately 18% increase since MEP began. The agency has taken carefully measured steps to begin reviewing statewide intakes in manageable batches so as to not overwhelm its systems. For example, staff began reviewing intakes for just a few MDT partners from the various law enforcement agencies at a time. In 2017, the agency will begin reviewing even more and are concerned that lack of funding to continue this program will have a domino effect on other systems and programs.

- *Forensic Interviewing:* Upon arrival at the Center, children alleged to have been abused see a forensic interviewer specially trained to ask non-leading questions in English or Spanish. Interviews are recorded so the child only has to tell his or her story once to prevent re-traumatization.
- *Medical:* A critical component in the discovery and investigation phase as well as healing is a sexual assault exam. Child Advocates of Fort Bend recommends all victims, particularly children who have been sexually abused, receive expedient medical attention. The team follows the strictest protocols with regard to examinations, collection of evidence and availability to testify in court if subpoenaed. The agency partners with the UT Medical School's CARE Program under the direction of Dr. Rebecca Girardet and utilizes Harris Health Systems lead by Director of Forensic Nursing Services Dr. Stacey Mitchell and her team of specialists.
- *Mental Health Services:* The CAC has a full therapy program offering a variety of the latest therapeutic modalities to child victims and their non-offending family members to facilitate healing. Research demonstrates that children can emotionally heal from abuse and go on to have productive lives if they receive prompt, specialized therapy during childhood. Group therapy can in turn help families put their lives back together while they cope with the disclosure of abuse and feelings of guilt and responsibility. Financial and parenting pressures typically increased if a primary wage earner has been arrested and removed from the home. Last year, the CAC provided 2,465 individual therapy sessions and remains the largest provider of therapy to children in Fort Bend County. In sessions, therapists have been able to reduce Post-Traumatic Stress Disorder (PTSD) symptoms by 74% based on post-therapy assessments. The CAC has five therapists on staff with plans to hire a sixth in 2017 should funds become available.

Modalities in practice include play therapy, group and individual therapy for children and caregivers group therapy for non-offending parents. Staff recognize that abuse is one of the most traumatic events in these children's lives, and for many, the abuse had continued for months or years. Specific trauma-therapies include Eye Movement Desensitization and Reprocessing (EMDR), Trauma-Focused Cognitive Behavioral Therapy (TFCBT) and Cognitive Behavioral Therapy (CBT). Therapists also incorporate art, music, movement and equine therapy, as appropriate, and have therapy dogs come

in to comfort children while they are waiting for their forensic interviews or other appointments.

Last year, CAC staff began offering Parent-Child Interaction Therapy (PCIT). This new offering is experiencing great success. PCIT is for children ages 2-8 years old with severe behavior problems due to trauma. The program is designed to address regression issues at home after successful therapy sessions took place while in the CAC. The caregiver attends therapy with the child while the CAC's trained therapists communicate with him or her through interactive feedback in real time. All of the therapy is based on positive feedback for the child by the mother or caregiver and has witnessed dramatic behavioral changes. Five children have already graduated from the 20-week program, and CAC staff is working with its second wave of clients and looking to expand the program due to its success with children in the CAC.

Each component the therapy program is vital in helping children heal internally and helps families put their lives back together piece by piece in a supporting, nurturing environment.

- *Victim Advocacy Services:* Social workers, children's services specialists and a court advocate provide extensive support for victims and their non-offending family members with case management, emotional and mental health support, mentoring, and criminal court preparation and accompaniment throughout the duration of their cases. The court process, often lasting 2-3+ years, can be emotionally overwhelming for the child and his/her non-offending family members. The CAC team provide the guidance needed to help make the process as smooth as possible.
- *Bilingual Services:* The CAC provides specialized services to meet the needs of the growing Spanish-speaking community. To prevent any language and cultural barriers, every service offered is culture-focused and supplemented with social resources to help families heal in an environment in which they are most comfortable. Several new bilingual staff were hired in 2015 and 2016 to keep up with demand including a new Bilingual Children's Services Coordinator and a Bilingual Services Specialist.
- *Case Review:* One of the most beneficial aspects of having Child Advocates of Fort Bend in the community is its Multi-Disciplinary Team model. Systematic bi-weekly reviews of all cases enhances the working partnership of all members of the team and agencies involved including law enforcement, CPS, district attorneys and county attorneys which are convened and coordinated by Child Advocates of Fort Bend.

In 2015, the CAC provided direct services to 1,149 children. Through the natural growth of Fort Bend County and the introduction of the new MEP process (2,668 new cases reviewed through November 2016), the CAC anticipates the growth in demand for services to continue into 2017.

Court Appointed Special Advocates (CASA) Program (serving children from birth to 18+):

- *Infant and Toddler Program (from birth – age 5):* This program ensures that children receive appropriate developmental screenings and medical attention since timing is critical during the early ages and stages. Volunteers are trained to model positive parenting skills and promote positive child-parent visitations. The goal of this program is to expedite permanency for children as quickly as possible while ensuring proper developmental milestones are being met or are actively addressed.
- *Nurturing Educational and Social Triumphs (ages 6 – 13):* N.E.S.T. was established to help children (ages 6-13) build strong foundations in education, health and social interaction. The aim is to establish positive behaviors early in life. These children are provided with workshops, toolkits and other enrichment opportunities throughout the year to start them on a path to a successful future.
- *WINGS (ages 14 – 18+):* This program prepare teens for independent living before they age out of the foster care system by exposing them to resources available to them and providing hands-on training and life skills. WINGS helps students reach high school graduation/GED, develop positive connections with three caring adults called Youth Led Circles of Support and the development of transitional living plan. Throughout the year, teens participate in workshops produced by CASA staff with the support of CASA and community volunteers to help them graduate, learn critical life skills and explore post-secondary education opportunities or career paths. By developing realistic goals and individualized roadmaps, the teens are empowered to take an active role in their future successes.

Community Outreach/ Public Awareness/Prevention:

- *Social Media/New Website:* In 2016, CAFB introduced its new website www.cafb.org and began producing original content to reach the public via social media with prevention and other information regarding the issue of child abuse. This project has resulted in thousands of interactions with a new online audience and is expected to continue to expand into 2017.
- *Community presence:* Child Advocates of Fort Bend staff will continue to make in-person presentations to as many groups as possible at businesses, churches, schools and other group venues. Teachers and administrators were an audience of focus for 2016, and an emphasis on proactively reaching out to young people directly will continue in 2017. The community must become aware of the signs and symptoms of abuse know the steps to take should a child make a disclosure to them. Or presentations serve to inform that there is a safe place to find immediate help right here in Fort Bend County.
- *Child Abuse Prevention Month:* April is nationally known as child abuse prevention month, and CAFB seeks to leverage this movement annually in Fort Bend County in

several ways through partnerships. For example, in coordination with the Exchange Club, CAFB supports the annual Light of Hope Ceremony in front of the Richmond Municipal Court. White stakes with blue ribbons represent each child who was abused that year and garners much attention from the media, passersby and others who may be curious about the installation. In coordination with the Fort Bend County Sheriff's Office Crimes Against Children Unit, CAFB supports and participates in the Pinwheel Festival for Children which takes place adjacent to the Fort Bend County Justice Center. It is a family friendly event attracting children and families to receive prevention and awareness messages. In Sugar Land, CAFB produces the annual Light of Hope Ceremony in Sugar Land Town Square. Partners include Exchange Clubs, Bikers Against Child Abuse, Girl Scouts Friends of Child Advocates of Fort Bend, elected officials, law enforcement and many other members of the community. The ceremony is followed by a family-friendly awareness concert.

- *Voices for Children Initiative:* Since 2010, Child Advocates of Fort Bend has held an annual community breakfast to raise awareness and raise unrestricted operational support. This breakfast helps provide sustainable funding by asking people to make five-year pledges. It has raised over \$1.5 million to support ongoing operations. In 2016, over 900 people took part in Voices for Children Tours and more than 300 attended the breakfast.

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?

In 2015, Child Advocates of Fort Bend provided direct services to 1,429 children and is on track to serve a higher volume in 2016, due in part to such a higher incidence of abuse, the new MEP state intake process and Fort Bend County's general population growth. This upward trend is expected to continue into 2017. In addition, new staff will be added as funding becomes available and new or improved service offerings will be developed to improve permanency and other positive outcomes for children.

Children Impacted by CASA Direct Services (Jan. – Nov., 2016)

Total Children: 283

- Infant and Toddler Program - 127
- N.E.S.T. Program - 88
- WINGS Program - 68

Children Impacted by CAC Direct Services (Jan. – Nov., 2016)

Total Children: 683

- MEP state intakes reviewed - 2,688
 - Cases Met CAC Criteria - 623
 - New Cases Coordinated - 373
- Forensic Interviews - 715

- Victim Advocacy Services
 - Criminal Court Advocacy Clients - 256
 - Children's Services Coordination: clients - 684
- Therapy
 - Therapy Clients - 132
 - Therapy sessions - 2,801
- Bilingual Clients - 326
- Case Staffings - 1,066

*Total children does not reflect total services. Some clients received multiple services.

C. Briefly explain the duties of key staff performing the direct services described in question A above.

- CAC Program Director- Responsible for ensuring service delivery, staffing, and budget
- CAC Program Assistant- Responsible for scheduling, data input and coordinating partner participation
- Children's Services Coordinator- Responsible for meeting with children and families to provide case management services
- Forensic Interviewers- Responsible for conducting interviews of all children brought to CAC
- Criminal Court Advocate- Responsible for court preparation and court accompaniment for criminal trials
- Therapists- Responsible for providing therapy and counseling services to clients
- Bilingual Services Specialist- Responsible for providing children's services coordination to Spanish speaking and bilingual clients
- Bilingual Therapists- Responsible for providing therapy services to Spanish speaking and bilingual clients
- Bilingual Children's Services Coordinator- Responsible for meeting with children and families to provide case management services
- MDT Coordinator- Responsible for reviewing all stake intake reports and identifying children qualifying for services at the CAC and managing coordination between CAC and partner agencies

- CASA Program Director- Responsible for ensuring service delivery for all CASA children in foster care system/ CPS in Fort Bend County
 - CASA Program Development Coordinator- Responsible for developing Infant and Toddler, N.E.S.T., and WINGS programs specialized curriculum and workshops.
 - Infant and Toddler Team Leader- Responsible for managing specialized services for children ages zero to five years old.
 - Volunteer Coordinator- Responsible for supervising CASA volunteers
 - WINGS Volunteer Team Leader- Responsible for managing specialized services for children ages 14-18
 - WINGS Volunteer Supervisor- Responsible for delivering specialized services for children ages 14-18
 - Volunteer Services Team Leader- Responsible for managing the recruitment, training and retention of program volunteers
 - N.E.S.T. Team Leader- Responsible for managing specialized services for children ages 6-13
- D. **Describe your timeline for implementation if these funds are provided under the grant.** CAFB expects to begin implementation within the first quarter of 2017 or shortly thereafter as expenses are incurred.

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: \$36,300
- 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.
- Total Project Budget (Agency Budget): \$3,276,941
 - Sources of Funds Committed:
(reimbursements and 2nd payment of
2-year grants awarded in 2016) \$1,065,162
 - Identified Gap: \$2,211,179
 - Other Potential Sources of Funds:
 - Government grants: \$1,212,933
 - Foundation grants: \$717,000
 - Events: \$570,000
 - Individual donations: \$325,000+
- 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? This funding will help provide services to approximately 1,600 children and families in Fort Bend County.
- B. What type of benchmarks will be used to measure the success of the proposed project? Identify an appropriate timeline for attaining these benchmarks.
- Core CASA Measurements (by Dec 2017)
- 100 percent match of a CASA volunteer with every child in foster care
 - Placement outcomes for infant and toddlers
 - High school graduation rates for WINGS youth
 - College enrollment rates for WINGS youth
 - Educational and behavior attainment of personal objectives for N.E.S.T. children

- Core CAC Measurements (by Dec 2017)
- Forensic interviews for 100 percent of children entering the CAC
- Partner satisfaction with services
- Client satisfaction with services
- Partner participation in multi-disciplinary process
- Client reduction in mental health symptoms (ie: PTSD)

*Additional benchmarks will be developed for 2017-2018. Please see attachment of full list of "Outputs and Outcomes Currently Measured"

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 – insert Applicant and Project Names
- 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: Child Advocates of Fort Bend

Project Name: Identification, Treatment and Prevention of Child Abuse in Fort Bend County

| 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, (send to Attn: Grants Coordinator) 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, 2016
Submit via email to: jenetha.jones@fortbendcountytexas.gov

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