

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**, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and **Child Advocates of Fort Bend, 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

Article 1. Scope of Services

Contractor shall render Services to County as defined in the Application for Family Protection Funding (attached hereto as Exhibit A), and incorporated by reference.

Article 2. Personnel

2.1 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.

2.2 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.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services as described in Exhibit A is Sixteen Thousand Five Hundred Eighty-one dollars and 00/100 (\$16,581.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 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.

3.3 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.

Article 4. Limit of Appropriation

4.1 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 Five Hundred Eighty-one dollars and 00/100 (\$16,581.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 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 Five Hundred Eighty-one dollars and 00/100 (\$16,581.00).

4.3 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

Article 5. Term

The term of the Agreement shall begin on March 1, 2020 and end on December 30, 2020. 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.

Article 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement or addendum executed by both parties.

6.2 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.

6.3 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.

Article 7. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

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

7.2.1.1 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;

7.2.1.2 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.

7.2.2 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.

7.3 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.

7.4 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.

Article 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 the purpose of 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.

Article 9. Insurance

9.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

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

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

9.1.4 Professional Liability (Errors & Omissions) Insurance with limits 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.

9.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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

9.9 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.

Article 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.

Article 11. Confidential and Proprietary Information

11.1 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.

11.2 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.

11.3 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.

11.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

11.5 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 Consultant 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.

Article 12. Independent Contractor

12.1 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.

12.2 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.

Article 13. Notices

13.1 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).

13.2 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, 1st Floor
Richmond, Texas 77469

Contractor: Child Advocates of Fort Bend, Inc.
5403 Avenue N
Rosenberg, Texas 77471

13.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

13.3.1 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.

13.3.2 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.

Article 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.

Article 15. Performance Warranty

15.1 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.

15.2 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.

Article 16. Assignment and Delegation

16.1 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.

16.2 Neither party may delegate any performance under this Agreement.

16.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article 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.

Article 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.

Article 19. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Article 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.

Article 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.

Article 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.

Article 23. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code

By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

Article 24. Texas Government Code Section 2252.152 Acknowledgement

By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Article 25. Fort Bend County Resolution Against Human Trafficking

By signature below, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County Funds will be used in support of services or activities that violate human trafficking laws.

Article 26. 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 _____, 2020.

FORT BEND COUNTY

CHILD ADVOCATES OF FORT BEND, INC.

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent – Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

(SEAL)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **\$16,581.00** to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

EXHIBIT A: Family Protection Funding Application – FY2020

Family Protection Funding Application

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 District Clerk collects this fee when someone files a suit for dissolution of a marriage under Chapter 6, Family Code. The Fort Bend County Commissioners Court is seeking one or more non-profit organizations **located in Fort Bend County** that provide direct services for the prevention or intervention against 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 funding available for Fiscal Year 2020 is \$38,162.

Agency Name: Ft Bend County Child Advocates, Inc. dba Child Advocates of Fort Bend
Address: P.O. Box 8
City: Richmond State: Texas Zip Code: 77406 County: Fort Bend
Is your organization a 501(3)(c) Yes
Employer ID or Tax ID Number: 76-0337426
Project Name: Court Appointed Special Advocates (CASA) and Children's Advocacy Center (CAC) Programs
Is the project a new or ongoing? Ongoing
Total Project Budget Required: \$385,107.68
Amount of Funding Requested: \$38,162.00
Contact Person: Jenetha Jones
Contact Phone: 281-344-5136
Email: jjones@cafb.org
Agency Web Address: www.cafb.org

I. ORGANIZATION BACKGROUND

- A. Mission Statement of the Agency: The mission of Child Advocates of Fort Bend 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: 44
- 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."

Child Advocates of Fort Bend is one of only a few agencies in Texas to offer a comprehensive, community-based continuum of care model that provides

services through two nationally-affiliated programs, Court Appointed Special Advocate (CASA) and Children's Advocacy Center (CAC), under one roof.

The CASA program serves children in state foster care who have been physically abused or neglected (civil cases). Through CASA, the agency recruits and trains community volunteers called CASA Advocates. These caring professionals ensure the best interest of the child are met after they are placed into the foster care system. While Children's Protective Services (CPS) works with parents or guardians for reunification or an alternative resolution, CASA focuses on the child. Appointed by a judge as a Guardian ad Litem, CASA Advocates visit the children in their placements, speak with doctors, teachers and both foster and biological families to assess medical, educational, physical and emotional health needs. They determine what is in each child's best interest regarding services and provide every child with a voice in court by making recommendations back to the judge who can modify placement arrangements and help the child access other services or any other important decisions affecting their life path. CASA staff supervise all Advocates affiliated with the program as they dedicate their time to children assigned to their care. CAFB continues its commitment to serve the best interests of children in foster care with the goal of overcoming the negative effects of trauma from the hands of someone they likely loved and trusted, and helping them thrive during the time they are in, and after leaving, the child welfare system.

The role of the Children's Advocacy Center (CAC) is to serve child victims who have been sexually abused or who have suffered severe physical abuse/neglect (criminal cases). Established in 1996 the CAC is accredited by National Children's Alliance and CACs of Texas. All services at the CAC are delivered in a timely, child-focused manner and at no cost. Many children receive multiple services and may be regular clients at the CAC for 2-3 years while their healing occurs, and their cases are in the criminal court system awaiting trial. Courtesy services are also provided to Waller, Austin and Colorado Counties. With more than 80% of clients having experienced sexual abuse, the CAC provides a safe space for children to receive direct services that help them move from victims to survivors. Through the CAC, social workers and clinicians provide direct evidence-based, trauma-informed services for children and non-offending family members in a clinical setting with treatment services to include: Bilingual Services, Forensic Interviews, Therapy, Victim Advocacy, Medical Referrals, Case Management and Review, Criminal Court Advocacy and a Mentor Program delivered by trained volunteer Advocates.

Though CAFB serves children from all backgrounds and incomes, the reality is more than 80% of clients would not be able to afford quality mental healthcare or other advocacy services on their own. Offering all services free of charge, CAFB remains a critical resource for children and families who have experienced sexual abuse, severe physical abuse, neglect and more. All services are available in English and in Spanish.

II. PROJECT DETAILS

- A. Please describe how your agency plans to use these funds as well as the direct services the agency plans to offer using these funds. Please be specific.

CAFB respectfully requests the grant funding to benefit the staffing, volunteer recruitment/training and resources necessary to carry out the CASA and CAC programs. Through CASA, there are three distinct age-specific program areas that focus on educational and life-skill needs for youth in foster care since the needs of children change as they age: Infants and Toddlers (birth to 5 years); N.E.S.T. (ages 6-13) and WINGS (ages 14-18+). The year-round N.E.S.T. and WINGS programs both provide special counseling services, enrichment programs (Campus Crawls and Like Skills Workshops) and educational advocacy to help ensure foster youth have a greater chance of overcoming the negative impacts of trauma as a result of childhood abuse or neglect, as well as interactive group learning experiences that include opportunities for personal growth, educational achievement, career/employment exploration and direct work activities – all strategies that build self-esteem and ultimately lead to self-reliance. A key focus of the CASA program is on the safety, well-being and permanency through adoption for all children served. When permanency does not happen, CASA advocates employ strategies to help children achieve educationally, develop positive behaviors and gain healthy life skills to succeed. CASA Advocates served 170 children in 2019.

Children requiring care through CAC forensic and therapeutic services are expected to increase by double digits over the 1,870 children served YTD November 2019. Since 2014, the demand for services has grown by 53% and in 2019 the number of children we have serviced is up 41% from the prior year. CAFB is committed to providing trauma-focused therapy for the high influx of new children coming in for service. With more than 80% of clients having experienced sexual abuse, response time is critical. The CAC provides a safe space for children to receive direct services that help them move from victims to survivors. CAFB's mental health services and therapy program are key to the success of these sought-after outcomes.

It has become increasingly challenging to meet clients' needs due to huge increases in new reports of child abuse. This is influenced by the passing of TX Senate Bill 1806 which resulted in 5,303 new reports reviewed by the CAC as of November 2019, of which 1,549 met criteria for services. Currently there are 50 children on the therapy wait list and 36 others who have yet to go through the initial therapy intake process. Unfortunately, most children who are waitlisted due to this backlog go untreated as they are unable to access or afford specialized care elsewhere or they decline services.

To further address gaps in care, CAFB is currently undergoing a major expansion of its building to double the services it will be able to provide over the next decade.

- B. Briefly explain the duties of key staff performing the direct services described in question A.

Administration of the CASA and CAC programs are supervised by two Program Directors. The CAC Program Director has a Master of Social Work and 20+ years of clinical experience with children who have been sexually abused. The CAC licensed staff includes therapists and forensic interviewers. The CASA Program Director holds a Master of Social Work and a Master of Arts in Sociology degrees with almost 20 years of experience in the child welfare system. Operations are conducted by direct service staff (21 in the CAC; 11 in CASA) who recruit and train volunteers, provide program development and supervise the various programs, including the Guardians ad Litem who are appointed by a judge. Both programs are supported by qualified volunteers who bring years of experience and training to working with children and families in a variety of settings. Annually, two to three interns from the University of Houston Graduate School of Social Work help serve therapy clients and assist with other administrative duties in the CAC.

- CAC Program Director - Responsible for ensuring service delivery, staffing, and budget
- MDT Coordinator - Responsible for reviewing all intake reports and identifying children qualifying for services at our CAC and managing coordination between CAC and partner agencies
- 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
- Therapists - Responsible for providing therapy and counseling services to clients
- Court Advocate - Responsible for court preparation and court accompaniment for criminal trials
- 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

- Program Assistant - Provides assistance to CASA program staff and coordinates volunteer training process
- Infant and Toddler Team Leader - Responsible for managing specialized services for children ages zero to five years old
- N.E.S.T. Team Leader - Responsible for managing specialized services for children ages 6-13
- WINGS Volunteer Supervisor - Responsible for delivering specialized services for children ages 14-18
- Volunteer Recruiter - Responsible for supervising CASA volunteers
- Volunteer Services Team Leader - Responsible for managing the recruitment, training and retention of program volunteers
- Courtesy CASA - Makes visits to children who are in urgent need of an in-person visit that their volunteer or program cannot currently provide
- Collaborative Family Engagement (CFE) Coach - Provides coaching and consultation to Fort Bend County's CASA and CPS programs involved in Collaborative Family Engagement
- Bilingual Services Specialist - Both programs provide trained specialists and coordinators for case management for clients and families who are bilingual or Spanish speaking.

C. Describe your implementation timeline.

It is anticipated that funds will be utilized by CAFB within the first two quarters of 2020 or shortly thereafter as expenses are incurred.

III. FINANCIAL

A. Did the agency attach a copy of its most current Annual Audit? If not, please explain.

Yes

B. Identify any gaps in funding. If the cost of the project is greater than the requested funds, please identify the funding sources to fill the cost gaps.

The total cost of the CASA and CAC programs are much greater than the funds requested. However, funds from other sources are utilized including private foundation grants, donations from individuals and special event proceeds.

Limited government pass through funding from the Victim of Crime Act (VOCA) and Other Victim Assistance Grants (OVAG) funds are competitively applied for each year and typically cover less than 1/3 of total program costs annually.

- C. Does your agency have sufficient capital to manage the funds as a reimbursable grant?

Yes

- D. Does your agency charge a fee for service to the client? If so, please explain.

CAFB serves children and families from all backgrounds and incomes, though no family is turned away due to inability to pay. All services are available at no cost to victims or their families.

IV. **COMMUNITY IMPACT**

- A. How many individuals will receive services with this funding?

The vision for Child Advocates of Fort Bend is to serve 100% of children who report or disclose abuse or neglect in Fort Bend County. In 2019, the agency served over 3,000 unique children and families and this number is projected to increase each year. The rise in children needing services is attributed to several factors, including an increase in population growth in the state of Texas as well as Fort Bend County, the mandate of SB 1806, requiring that all children who are reported or disclose abuse be referred to an accredited CAC, such as CAFB, for services, and online solicitation of children, including human trafficking.

- B. What type of benchmarks will the agency use to measure the success of the proposed project? Identify an appropriate timeline for attaining these benchmarks.

The following measures are evaluated each month:

of intakes that meet criteria that receive a CAC service (MDT)

of CAC children who receive a child abuse medical evaluation

of partner agencies who participate in CAC case review (CRT)

of CASA cases who are assigned a CASA volunteer

of Collaborative Family Engagement children (approximately 25% of new children)

of CASA children achieving desired outcomes

of staff retention

of staff receiving professional development

of diversity goals met for CASA volunteers (currently focused on Hispanics and males)

of target met for new CASA volunteers recruited and trained

Begun in 2018, with project completion and move-in scheduled for February 2020, Child Advocates of Fort Bend launched an aggressive capital campaign to

address the urgent need to serve more children. With the full support of the Board of Directors, local foundations, employees, and engagement from the local community and beyond, the agency began the *For The Children's Sake* campaign to raise the \$8 million needed to include expanding its facility to hire more staff and accommodate the training of more volunteers. With the goal of expanding the agency's current building in Rosenberg from 18,000 to over 27,000 square feet and adding professional staff to grow our program capacity, CAFB will ensure thousands more children will have access to life-changing services. The expanded facility will accommodate a new CAC wing that is designed with children in mind, adding additional therapy, interview and family meeting rooms and conference areas. The extra space will also allow us to accommodate more volunteers for training and those fulfilling volunteer duties. Through this initiative, CAFB can double the number of children and families served and position the agency for the next decade of growth.

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: Child Advocates of Fort Bend

Project Name: Court Appointed Special Advocates (CASA) and Children’s Advocacy Center (CAC) Programs

Criteria	Maximum Points
Not located in Fort Bend County.	-50
A total deduction of 10 points will occur 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 it achieves proposed benchmarks.	10
The agency has identified gaps in funding for the proposed project.	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

- Each grantee must submit an annual report no later than the December 30 following the January of the year in which the grant was 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

- Grantees may submit reimbursement requests 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, 2019
Submit via email to: frances.desmond@fortbendcountytexas.gov