

STATE OF TEXAS \$
 \$
COUNTY OF FORT BEND \$

**AGREEMENT FOR DIRECT SERVICES FOR THE
PREVENTION OF VIOLENCE OR ABUSE/NEGLECT OF A CHILD- FY 2022**

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 **Aid to Victims of Domestic Abuse, 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 Twelve Thousand Two Hundred Nineteen dollars and 21/100 (\$12,219.21). 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 Twelve Thousand Two Hundred Nineteen dollars and 21/100 (\$12,219.21), 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 Twelve Thousand Two Hundred Nineteen dollars and 21/100 (\$12,219.21).

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 the date of execution of the last party hereto and end on December 30, 2022. 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. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

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, 1 st Floor Richmond, Texas 77469
Contractor:	Aid to Victims of Domestic Abuse, Inc. 1001 Texas Ave, Ste 600 Houston, Texas 77002

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 2271 Texas Government Code

Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, 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. Human Trafficking

BY ACCEPTANCE OF CONTRACT, 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 _____, 2022.

FORT BEND COUNTY

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent – Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

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

Robert Edward Sturdivant, County Auditor

EXHIBIT A: Family Protection Funding Application – 2022

EXHIBIT A

Family Protection Funding Application

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 2022 is \$40,730.70

Agency Name: AVDA (Aid to Victims of Domestic Abuse)

Address: 12300 Parc Crest Drive, Suite 140

City: Stafford

State: TX

Zip Code: 77477

County: Fort Bend

*Note: This is the address for the Fort Bend Office. Correspondence regarding this application should be mailed to: Lauren Summerville, AVDA, 1001 Texas Ave., Suite 600, Houston, TX 77002.

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

Employer ID or Tax ID Number: 74-2141981

Project Name: General Operating Support of AVDA's Fort Bend Legal Advocacy Program

Is the project a new or ongoing? Ongoing

Total Project Budget Required: \$245,328

Amount of Funding Requested: \$25,000

Contact Person: Lauren Summerville, Director of Development

Contact Phone: 713-715-6949

Email: development@avda-tx.org

Agency Web Address: avda-tx.org

I. ORGANIZATION BACKGROUND

A. Mission Statement of the Agency:

AVDA is a nonprofit organization that has served the Houston community for over 40 years with the mission to end family violence by advocating for the safety and self-determination of victims, promoting accountability for abusers and fostering a community response to abuse.

B. Total Number of Paid Staff for the Agency: 44

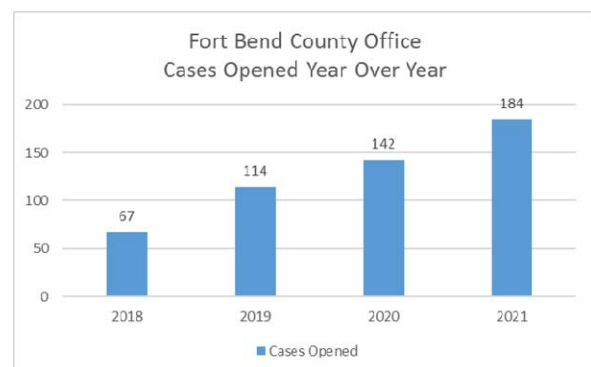
C. Explain how this agency, or a specific project managed by the agency, that will provide direct services qualifies for the Family Protection Account Fee as outlined in the Texas Government Code, Section 51.961 - *"A service provider who receives funds under Subsection (d) may provide family violence 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.”

Since 1980, AVDA has been dedicated to providing multilingual, transformational, lifesaving services to survivors of abuse and their families through our three programs: **Legal Advocacy Program (LAP)**, **Battering Intervention and Prevention Program (BIPP)** and the **Community Awareness and Prevention Program (CAPP)**. The cornerstone of AVDA’s services is the Legal Advocacy Program, which offers free, legal services to victims of domestic abuse, the majority of whom are below the Federal Poverty Guidelines. However, AVDA recognizes that in order to end the cycle of domestic violence, the agency must take a holistic approach. As a result of this approach, BIPP exists to work with perpetrators to provide rehabilitation and accountability. The other critical prong of the agency is CAPP, which serves to educate youth about healthy relationships and domestic violence to break the cycle before it starts.

While AVDA has always served Fort Bend residents, AVDA officially expanded its legal services to Fort Bend County in November 2017 and the office is located in Stafford at the United Way of Fort Bend. The office began with one full time paralegal and one full time attorney teamed to meet the great needs identified within the community. In 2019, a full-time, bilingual Client Advocate was added to the staff to increase the Fort Bend office’s ability to serve more clients. **AVDA’s Fort Bend legal team advocates for every client in court through protective orders, custody cases and divorce, with the sole purpose of ensuring victims and their children are safe.** AVDA’s legal staff is able to combine their substantive expertise in family law and the nuanced understanding of the dynamics present in cases where there is domestic violence, in order to provide top-caliber, client-centered, trauma-informed services to survivors in Houston and Fort Bend.

Since AVDA expanded to Fort Bend in 2017, the team has consistently grown the number of new cases each year. **Since 2017, AVDA has served 1,365 adult and child victims of domestic abuse and served 507 survivors with legal representation.** From 2020 to 2021, AVDA’s Fort Bend team handled 30% more extended services cases, which include divorces, custody agreements and modifications. The chart to the right illustrates the year over year growth experienced by the office.



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.

AVDA is requesting a \$25,000 investment in support of the Legal Advocacy Program in Fort Bend. These funds will support the free, legal representation provided by full-time staff, which enables survivors of domestic abuse to ensure the safety and well-being of themselves and their children.

Long before extending the Legal Advocacy Program to Fort Bend County, AVDA was aware of the need for domestic violence-informed legal services in the area. Annually, the Texas Council on Family Violence publishes the "Honoring Texas Victims" report, which documents homicides in Texas as a result of domestic violence. The report is published one year in arrears as it takes a full year to compile. In 2019, there were 185 homicides as a result of domestic violence in Texas. Sadly, in 2020, that number has increased to 228, a more than 20% increase year over year. Across Texas, Harris County continues to be the county with the highest number of intimate partner homicides per county (37). **In Fort Bend County, there was a 75% increase in the number of fatalities as a result of domestic violence.** The free legal representation provided by AVDA to victims of domestic abuse, regardless of income and citizenship, is truly life-saving. Clients and their child(ren) have legal intervention in the form of Protective Orders, divorce, custody and support that create a barrier with the abuser. Without AVDA's work, it stands to reason that the number of fatalities in Texas might be significantly higher.

In 2021, AVDA's Fort Bend County office opened 184 cases and served 484 individuals (this number represents the client and his/her dependents). The increase in cases from 2020 (142) to 2021 (184) represents a 29.5% increase in the number of individuals helped in Fort Bend County. The increase in the total number of people helped represents a 21% increase for the year. Despite an increase in demand for AVDA's services, the team has continued to meet our clients' needs. Since the onset of the COVID pandemic, AVDA has provided continuous service to victims of domestic abuse. This remained the case in 2021, serving clients with virtual intake appointments and seeking resolution to their legal needs with Zoom court hearings.

With over four years of data supporting the need for legal services in Fort Bend County, AVDA is soliciting further funding in support of our Fort Bend office. The funding from the Family Protection Fee Grant will directly benefit the personnel costs of operating our Fort Bend office.

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

AVDA's Fort Bend County office is comprised of three, full-time staff members. The Managing Attorney, Kusum Warsi, is a licensed attorney with a background

in family law and represents AVDA clients in family court. Her cases range from Protective Orders to divorce, child custody and adoption. She is also responsible for the oversight of the office and the other employees report to Ms. Warsi. The other positions in the office include a bilingual paralegal and a bilingual client advocate. Through the client advocate, AVDA clients have the benefit of safety planning, referrals for services not provided by AVDA (shelter, food, job readiness), assistance with Crime Victims Compensation and emergency client assistance. Unlike the main office in Harris County, the Fort Bend County office does not offer direct trauma counseling services. AVDA has a strong partnership with other agencies in the community who are providing this service and in an effort to not duplicate services, AVDA provides referrals for those in need of counseling.

C. Describe your implementation timeline.

AVDA's Fort Bend Legal Advocacy Program is an ongoing program. Therefore, if granted the Family Protection Fee Grant, the funding would be expended in 2022. The process for receiving free legal representation for victims of domestic abuse generally begins with a phone call to one of the AVDA offices. AVDA's client advocate are available by phone Monday through Friday from 8 a.m. to 5 p.m. Requests for call-backs are available online as well. Once an appointment is made, the client receives the highest standard of trauma-informed care based on the following process. First, advocates meet with clients through an intake appointment to document instances of abuse, explain victims' rights, and provide safety planning, referrals, and emergency financial assistance. These appointments are offered in-person and via Zoom. All Client Advocates are Spanish speaking, but if the client speaks a different language, a translator will be hired for the appointment (and any further services) at no cost to the client. If it is determined that the client does qualify for free legal services, then the paralegal provides support, gathers evidence, and continues safety planning throughout the legal process. Once the paralegal has met with the client, the attorney will meet with the client to prepare cases for court; provide legal advice; and encourage safety planning, counseling, and other assistance, including the AVDA Education Fund. Attorneys accompany clients to court and represent them for protective orders, divorce, custody, and adoption cases. They explain the outcome and follow up with any next steps.

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.

There is a shortfall in the Fort Bend Legal Advocacy Program budget of \$120,345.35. AVDA has submitted grant applications to funding partners who have invested in this program previously. Outstanding requests total \$90,000 and timeline for notification is March 2022. For the remaining funds required, AVDA continues to identify funding opportunities that would allow us to close this gap such as Victims of Crime Act funding.

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

AVDA maintains a CDARS (Certificate of Deposit Account Registry Service) account with Frost Bank. As of December 31, 2021, the balance in this account totaled \$506,381.19. AVDA is requesting \$25,000.00 from the Family Protection Fee Grant. This is approximately only 5% of the total balance in the account. Based on this information, AVDA leadership is comfortable managing this as a reimbursable grant. Additionally, AVDA maintains a savings account and restricted account, both of which has.

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

For clients who fall below the Federal Poverty Guidelines and who qualify for free legal aid, they are asked to sign a Pauper's Oath and do not pay for legal services. In order to verify income eligibility, clients are required to submit their income and financial information during their initial intake appointment. For clients who earn too much to qualify for legal aid, AVDA has a "working poor" attorney on staff. This dedicated attorney upholds AVDA's commitment to helping any victim in a domestic violence situation with free legal advocacy, regardless of income. On paper, these clients earn too much to qualify for legal aid but do not earn enough to be able to afford the expense of hiring an attorney. Because these clients are not eligible for legal aid, they may be asked to assist with nominal fees like filing fees, court costs, etc.

- E. Did your agency receive other funding from Fort Bend County in the previous fiscal year? If so, please explain.

NO

IV. **COMMUNITY IMPACT**

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

In 2022, AVDA proposes that we will serve 500 individuals through this funding. The number of new, unduplicated cases to be handled in 2022 is projected to be 202, an increase of 10%.

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

AVDA launched its new Legal Server database in July 2021. This new, cloud based database has provided the Legal Advocacy Program staff with many productivity gains like the ability to text appointment reminders to clients and send follow up/completion surveys in real time from the database. Data and metrics, specific to legal advocacy services, are captured through Legal Server as well. Reporting requirements are streamlined and easily customizable based on the new fields created in the database, allowing AVDA to better track outputs and funder-specific requests/requirements. This database benefits all Legal Advocacy Program staff across the agency's three offices. Legal Server is also used to house demographic information about clients such as age, income level, ethnicity, gender and address. This information can be extracted with specific reporting parameters to help leadership evaluate and assess the populations served.

Monthly, AVDA's Director of the Advocacy Services evaluates data from Legal Server which measures the number of extended legal services cases opened (divorce, child custody, modification, adoption), the number of Protective Order cases opened and the number of calls handled/answered. While there are rarely trends that can be identified in a spike in volume of cases, measuring the number of new cases monthly helps leadership evaluate outputs and ensure that AVDA is on track to meet its projected metrics across funding relationships. In the event that there is a variance (either greater or less than projected), leadership can meet to discuss possible causes for these variances. Through monthly reporting of metrics that evaluate cases opened, referral numbers and outreach efforts AVDA's Managing Attorney and CEO will be able to monitor monthly progress towards the overall goal. Addressing a variance at month three of the year rather than month 12 provides time for correction, if needed, to ensure clients are provided the services they need. Realizing that numbers fluctuate and that some months have more volume than others, the numbers will need to also be looked at quarterly to make some conclusions about progress towards the overall goal as one or two months alone may not be a clear indicator.

Additionally, upon completion of a client's legal case, they are asked to complete a post-service survey. In addition to client satisfaction, the survey captures data around topics that measure outcomes. Examples of these topics that are surveyed include: "I know more about victim's rights due to the services I received.", "I feel I/my child(ren) are safer as a result of the services I received." and "I feel less isolated due to the services I received." Consistently, AVDA's staff score above 95% in these areas. These surveys also help guide our team on the overall effectiveness and success of our services and staff.

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: AVDA

Project Name: General Operating Support of AVDA's Fort Bend Legal Advocacy Program

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. Please send invoices to countyjudge_invoices@fortbendcountytx.gov.
- 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 January 31, 2022
Submit via email to: Vanessa.mckeehan@fbctx.gov**