

- evidence of performance by the Contractor to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- 2.03 Contractor shall submit invoices to County with the appropriate supporting documentation of the expenditures and in compliance with Exhibit A.
 - 2.04 Contractor shall submit an annual report upon termination of this Agreement, but in no event later than December 31, 2013, containing metrics and benchmarks accomplished for the Project.

SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Contractor.
- 3.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV PROFESSIONAL LIABILITY INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of professional liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or reduce the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

SECTION V NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

Fort Bend County Women's Center
P.O. Box 183
Richmond, Texas 77406

B. If to County notice must be sent to the County Project Manager:

County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$148,800.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$148,800.00 for described scope of work in Exhibit A.

SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 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 such other party, in respect to all covenants of this Agreement.
- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VIII PUBLIC CONTACT

- 8.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies in reference to this appropriation shall be approved in advance by the County.

- 8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received from County in the performance of its services hereunder and said material or information being the property of or owned by County without the express written permission of County, except where required to do so by law.

SECTION IX COMPLIANCE AND STANDARDS

Contractor shall use its best efforts and perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the best professional standard of care provided by contractors on similar projects and comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder.

SECTION X INDEMNIFICATION

- 10.01 **CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
- 10.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENT ACTS, ERRORS OR OMISSIONS BY THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.**

SECTION XI MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XII MISCELLANEOUS

- 12.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 12.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 12.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's

Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

14.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

SECTION XIII EXECUTION

This Agreement shall become effective upon execution of County.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

2-26-2013
Date

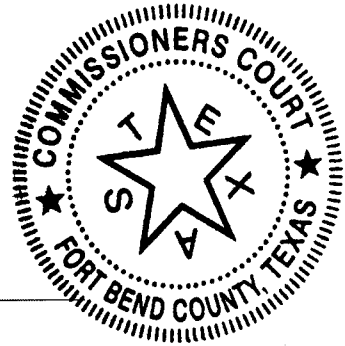
Attest:

Dianne Wilson
Dianne Wilson, County Clerk

CONTRACTOR: FORT BEND COUNTY WOMEN'S CENTER

Vida Goodell
Vida Goodell, Executive Director

2/15/13
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$148,800.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Contractor

EXHIBIT A

Fort Bend County Application Packet for Family Protection Funding

Fort Bend County Commissioners Court has authorized the adoption of a family protection fee set by statute as \$15. The fee is collected by the district clerk at the time a suit for dissolution of a marriage under Chapter 6, Family Code is filed. The Commissioners Court of Fort Bend County is seeking one or more nonprofit organizations located in Fort Bend County that provide direct services for the prevention or intervention of family violence or the abuse or neglect of a child. An agency that provides services through another third-party, non-profit will not be eligible for the funds. The amount of the grant(s) for FY13 will be between \$35,000 and \$150,000. Each application will be evaluated based on the criteria included in this packet. In subsequent years the grant allocation will be approximately \$30,000-35,000.

Agency Name: Fort Bend County Women's Center

Address: P. O. Box 183

City: Richmond

State: TX

Zip: 77406

County: Fort Bend

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

Employer ID or Tax ID Number: 76-0032451

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

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

Total Project Budget Required: \$ 2,149,654

Amount Funding Requested: \$150,000

Contact Person: Vita Goodell

Contact Phone: 281-344-5755

Email: vgoodell@fortbendwomenscenter.org

Agency Web Address: www.fortbendwomenscenter.org

I. ORGANIZATION BACKGROUND

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

B. Total Number of Paid Staff for the Agency: 87

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

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

The Fort Bend County Women's Center provides direct services in the form of emergency shelter, case management, counseling, employment and housing assistance, and other services to families who have experienced domestic violence. We also have several programs aimed at domestic violence and sexual assault prevention.

II. 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.

We will use the funds to provide the following direct services at our Emergency Shelter:

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

Crisis Hotline – Available 24 hours a day, seven days a week for crisis intervention. Crisis Hotline Operators must assess the caller’s situation, ensure that they are in a safe place and coordinate emergency transportation, if necessary. If a caller needs to get away from their situation, the hotline operator assists the caller with creating a safety plan and can arrange for her to be brought to a safe place by a law enforcement official or other means of transportation. In 2011, over 35,000 calls were received on the 24-hour hotline-95% of which were from victims of domestic violence & sexual assault. Callers are often referred to other community resources, including legal, law enforcement and medical providers.

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

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

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

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

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

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

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

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

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

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

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

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

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

- Residential Advocates – Resident Advocates (RA's) are on duty at the Shelter 24 hours a day, 7 days a week. They provide direct support for clients' immediate needs, such as arranging for transportation or appointments with case managers, or providing supplies (diapers, detergent, etc.). They are also responsible for answering the 24 hour hotline.
 - Shelter Director and Assistant Director – responsible for the management and operation of the Shelter itself and the staff. Clients who need special attention may approach the Shelter Director or Assistant Director with their needs.
 - Program Coordinator – supervises all case management and counseling staff. Works directly with clients when needed.
- D. Describe your timeline for implementation if these funds are provided under the grant. Grant funds will be expended during the calendar year 2013, from January 1st through December 31st.

III. FINANCIAL

- A. Is a copy of your most current Annual Audit attached? If not, please explain. Yes
- B. Total amount of the request being made to the County: \$150,000
- C. Identify any gaps in funding and the sources of funds that might be used for the project if the overall cost of the project is greater than the funds requested.
To provide additional funding for the Fort Bend County Women's Center Shelter, these other sources of funding are utilized: Fundraising events (Boogie, Girlfriends Giggle, Music Fest, Gillman Golf tournament), United Way, Texas Dept. of Health and Human Services and other government grants, foundation grants, contributions from individuals and corporations, and revenue from our PennyWise Resale Centers. Current gaps in funding include lower than expected revenues from the PennyWise stores and decreased funding from foundations, corporations and government sources. Family Protection Fee funding will help a great deal in closing any funding gaps.
- D. Does your agency have sufficient capital to manage the funds as a reimbursable grant? Yes
- E. Does your agency charge a fee for service to the client and if so please explain? No

IV. COMMUNITY IMPACT

- A. How many individuals will receive services with this funding? In 2012, 345 women and children were served in our emergency shelter. In 2012, we also served 1,305 adults and children in our non-resident "Aftercare" program. We anticipate that the agency will serve approximately 1,700 men, women and children in 2013.
- B. What type of benchmarks will be used to measure the success of the proposed project? Identify an appropriate timeline for attaining these benchmarks. Upon leaving the shelter, each client is asked to complete a survey asking about whether she feels more safe and knowledgeable about community services. We measure our success partially through the results of that survey (our goal is to have 80 – 90% of clients state that they feel safer and more knowledgeable) and, of course, by the number of people (women and children) that utilize our services over the course of a year (we anticipate that the number of people served in 2013 will be approximately 1,650 – 1,700). We also look at the number of people who are able to increase their incomes over the period of time that they work with us. This is a very important indicator of their ability to live self-sufficiently and violence free.

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

Family Protection Funding Application Evaluation Form – Attachment A

Applicant Name: Fort Bend County Women's Center
Project Name:

CRITERIA

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 timeline for management of the project is realistic.	5
The agency has sufficient resources and staff to accomplish the goals of the project.	10
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 – 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 requests may be made monthly, quarterly or annually. An invoice style request or a narrative report can be made to the County Judge 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.

Attachment C - Financial Reporting Form
DIRECT SERVICE & PROJECT BUDGET – EXPENDITURE REPORT – REIMBURSEMENT REQUEST

Time Frame of Report

Agreement for Direct Services, Prevention of Family Violence/Abuse/Neglect Child
Fort Bend County Women's Center
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