

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR DIRECT SERVICES FOR THE PREVENTION OF
 FAMILY 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 nonprofit organization 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 I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. 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.

Article III. 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 within the Scope of Services described in Exhibit A is fifteen thousand dollars and no/100 (\$15,000). 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: On a monthly basis, 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 IV. 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 fifteen thousand dollars and no/100 (\$15,000), 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 fifteen thousand dollars and no/100 (\$15,000).

Article V. Term

The term of the Agreement shall begin on March 1, 2014 and end on November 30, 2014. 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 VI. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement 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 VII. 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 VIII. 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 IX. 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 insurance with limits not less than \$1,000,000.

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.

Article X. 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 XI. 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.

Article XII. 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 XIII. 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 301 Jackson Street, Suite 719 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 13.1 and 13.2 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 XIV. 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 XV. 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 XVI. 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 XVII. 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 XVIII. 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 XIX. Third Party Beneficiaries

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

Article XX. 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 XXI. 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 XXII. Captions

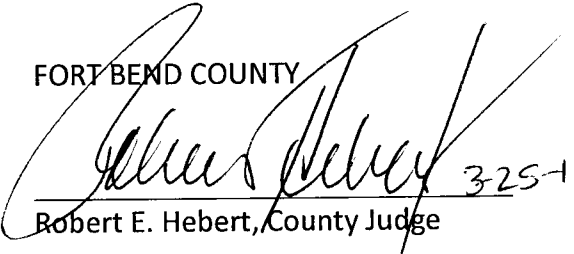
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Article XXIII. 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 5 day of March, 2014.

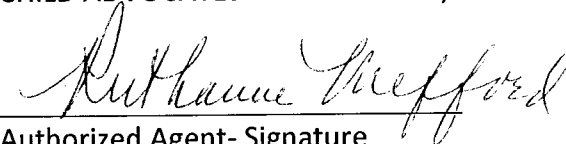
FORT BEND COUNTY


Robert E. Hebert, County Judge 325-14

ATTEST:


Dianne Wilson, County Clerk

CHILD ADVOCATES OF FORT BEND, INC.


Authorized Agent- Signature

Ruthanne Metford
Authorized Agent- Printed Name

Executive Director
Title

3/5/2014
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 15,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A



December 23, 2013

Judge Robert Hebert and Ann Werlein
The Commissioners Court of Fort Bend County
301 Jackson Street
Richmond, TX 77469

Dear Judge Hebert and Ann,

On behalf of Child Advocates of Fort Bend, I would like to sincerely thank you for your support in 2013 through the Family Protection Funding grant. Because of your generosity, CAFB was able to make a difference in the lives of so many children in this community through our CASA and CAC programs.

CAFB is respectfully requesting your continued support in the amount of \$16,000 for January to March 2014 to again help fund our CASA and CAC programs so we may continue to provide a voice, heal the hurt and break the cycle of abuse and neglect for children in Fort Bend County. Enclosed is our application packet, financial reporting form and requested attachments. We appreciate the opportunity to submit this request for funding and it is our hope that you will continue to help CAFB fight the tragic cycle of child abuse throughout Fort Bend County.

If funds are granted, Child Advocates of Fort Bend will request monthly reimbursements. We will complete Attachment C monthly and include the appropriate backup documents. Should you have any questions or require any additional documents, please contact me at 281-344-5103 or rmefford@cafb.org.

Thank you for your kind consideration.

Sincerely,

Ruthanne Mefford
Executive Director

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 \$15.00. 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 to apply for funding. The organization should 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 FY2014 is \$33,000

Agency Name: Child Advocates of Fort Bend

Address: 5403 Ave. N

City: Rosenberg **State:** Texas **Zip:** 77471 **County:** Fort Bend County

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

Employer ID or Tax ID Number: 76-0337426

Project Name: Identification, Treatment and Prevention of Child Abuse

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

Total Project Budget Required: \$283,015.04

Amount Funding Requested: \$16,000

Contact Person: Ruthanne Mefford

Contact Phone: 281-344-5103 **Email:** rmefford@cafb.org

Agency Web Address: www.cafb.org

I. ORGANIZATION BACKGROUND

A. Mission Statement of the Agency:

Child Advocates of Fort Bend provides a voice, heals the hurt and breaks the cycle of abuse and neglect for children in Fort Bend County.

B. Total Number of Paid Staff for the Agency: 25

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 was established in 1991 to help minimize the trauma that children face as a result of abuse and get them back on the road to a safe and normal childhood. As the

only agency in Fort Bend County exclusively dedicated to serving abused and neglected children, it is our responsibility to continue to provide services so that every suffering child can receive the help they need now and in the future through our two nationally-affiliated programs, Children's Advocacy Center (CAC) and Court Appointed Special Advocate (CASA) Program.

Our CAC serves as the safe and child-friendly place that alleged victims of sexual and physical abuse are brought by Child Protective Services or law enforcement. Our CAC staff provides an array of services (all free of charge) including forensic interviews, therapy, mental health services, case coordination and criminal court advocacy services. Each of these services aims to help these children and their non-offending family members cope, heal and move forward from the abuse and the trauma that stems from it.

Our CASA Program trains volunteers throughout the community to serve as Guardians ad Litem for children in the care of the child welfare system. These CASA volunteers advocate for the child's "best interests" and ensure his/her needs are being met throughout the time the child is in foster care, provide stability and serve as a positive role model. Our means to achieve this is through specialized, age-specific programs in which volunteers are trained to serve children in each age group. Each of these programs (Infant and Toddler Program, N.E.S.T. and WINGS) incorporate strategies to help these children develop healthy lifestyles, provide mentoring and guidance, equip children and volunteers with specialized resources, implement educational enrichment workshops and help these children find the path to a bright future despite having faced abuse and neglect.

Community awareness is another a critical component of our mission. To prevent the future occurrence of abuse, our community must be informed. Each month, Child Advocates of Fort Bend hosts tours of our building where guests learn about the path a child takes when they come to our office to disclose abuse. In addition, Child Advocates of Fort Bend is continually broadening its reach by making presentations to individuals, businesses, churches, and clubs throughout the community. By equipping members of our community with the ability to recognize the signs and symptoms of abuse, we are giving them the means to take action against abuse by identifying victims. Because only 1 in 10 child victims of abuse come forward, we know that there are many children who have not yet disclosed their abuse, perhaps because they are scared and do not know that there are resources at CAFB to help them. It is our responsibility, as an agency whose very mission is to stand against abuse, to provide a voice for every child suffering from abuse and neglect.

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.**

The funds will be used to provide the following services to children served in our Court Appointed Special Advocates (CASA) Program and Children's Advocacy Center (CAC). Child Advocates of Fort Bend instills a multidisciplinary approach to ensure that the children we serve are receiving individualized support and services in every way to make their healing process as smooth as possible. Each component of our CAC and CASA Programs are critical in enabling Child Advocates of Fort Bend to continue our mission. These funds will be used to provide Child Advocates of Fort Bend with needed equipment, materials, supplies, personnel costs and administrative overhead as well as help fill funding gaps to ensure the operation of exceptional direct services within the agency's programs including:

Children's Advocacy Center (CAC):

- *Forensic Interviewing:* Upon arrival, children alleged to have been abused are interviewed by a forensic interviewer trained in the interviewing of children. Interviews are recorded so the child only has to tell her story once to prevent re-traumatization.
- *Medical:* We recommend all victims, particularly children who have been sexually abused, receive medical attention (sexual assault exam, as appropriate). We partner with the UT Medical School's CARE Program under the direction of Dr. Rebecca Girardet and follow the strictest protocols with regard to examinations, collection of evidence, and availability to testify in court if subpoenaed. Clients are referred for medical exams to Harris Health System's El Franco Clinic lead by Director of Forensic Nursing Services Dr. Stacey Mitchell and her forensic nursing team.
- *Mental Health Services:* The CAC therapy program offers a variety of the latest therapeutic modalities to child victims and their non-offending family members including play, therapy, group, individual, equine, Eye Movement Desensitization and Reprocessing (EMDR), Trauma-Focused Cognitive Behavioral Therapy (TFCBT), Cognitive Behavioral Therapy (CBT) and incorporate art, music and movement in therapy. This blend of services allows for the children to find a path to healing they are most comfortable with. The therapy component is vital in helping these victims heal internally and plays a major role in helping these families to put their lives back together piece by piece.
- *Victim Advocacy Services:* Social workers, children's services specialists and a court advocate provide extensive support for victims and their non-offending family members with case management, criminal court preparation and accompaniment throughout the duration of their cases. The court process, often lasting 2-3+ years, can be emotionally overwhelming for the child and his/her non-offending family members. The members of our team provide the guidance needed to help make the process as smooth as possible.
- *Bilingual Services:* Our CAC provides specialized services to meet the needs of the growing Spanish-speaking community. To prevent any language and cultural barriers, every service offered in our CAC is also provided in Spanish along with culture-focused

and social resources to help these families heal by way of an environment of which they are comfortable.

- *Case Review:* One of the hallmarks of the multidisciplinary model is that we conduct bi-weekly reviews of all cases. These case reviews enhance the coordination of all members of our team and partner agencies including law enforcement, CPS and attorneys.

Court Appointed Special Advocates (CASA) Program:

- *Infant and Toddler Program:* This program was designed specifically for infants and toddlers, from birth to age five. Because this time is critical in proper development, this program ensures that these children receive appropriate developmental screenings and medical attention. Volunteers are trained to model positive parenting skills and promote positive child-parent visitations. The goal of this program is to expedite services in order to reach a permanency plan for the child as quickly as possible.
- *Nurturing Educational and Social Triumphs (N.E.S.T.):* This program was established to help children (ages 6-13) build strong foundations in education, health, and social interaction and to establish positive behaviors early in life. These children are provided with workshops, events, opportunities and toolkits throughout the year to start them on a path to a successful future.
- *WINGS:* This program focuses on helping teens (ages 14-18+) prepare themselves for independent living when they age out of the foster care system at 18 years old. This program focuses on supporting educational goals including graduating from high school, developing positive connections with three caring adults, and developing a transitional living plan. Throughout the year, these teens participate in workshops where they learn critical life skills and have opportunities to give back to the community and explore post-secondary education opportunities. By developing attainable goals and a plan for their futures, these teens are empowering themselves for successful futures.

Community Outreach/ Public Awareness:

- *Community presence:* Child Advocates of Fort Bend staff will continue to travel around the community and make presentations to as many entities as possible. By providing the public with child abuse fact sheets and other materials, we are making important information about abuse easily accessible and readily available to members of our community.
- *School presence:* Going forward, Child Advocates of Fort Bend plans to focus more community outreach efforts toward schools which will enable us to reach thousands of children, teachers and administrators. Teachers and administrators must be aware of abuse itself, the signs and symptoms, and the steps to take should a child make a

disclosure to them. Our presence will also emphasize and reassure students that there is a safe place they can find help if they are suffering.

- *Child Abuse Awareness Month:* April is nationally known as child abuse awareness month. Each year, at the end of March, Child Advocates of Fort Bend hosts a Light of Hope Ceremony at Sugar Land Town Center to kick-off the upcoming child abuse awareness month. This year, over 500 attendees consisting of girl scouts, elected officials, law enforcement, and members of the community came to partake in the ceremony.
- *Voices for Children Initiative:* Since 2010, Child Advocates of Fort Bend has held an annual breakfast for various members of the community to raise awareness and gain support of our mission. This breakfast helps provide means that are critical to sustaining our programs into the future to ensure that each child has the opportunity to complete their healing process to the fullest.

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

In 2013, Child Advocates of Fort Bend served an estimated total of 1300 children and is anticipating an increase of children needing services in 2014 due to the population growth in the county and the increased incidence of child abuse.

Children served in 2013 through CAC services (YTD December 11, 2013)

- Forensic Interviews- 626
- Victim Advocacy Services
 - Criminal Court Advocacy: new clients- 74 (173 total children)
 - Children's Services Coordination: new clients- 353
- Therapy
 - Therapy: new clients- 129
 - Therapy total sessions- 1830
- Bilingual (all three of above services provided to Spanish-speaking/bilingual clients)- 126

Total Children: 1100* (estimate)

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

Children served in 2013 through CASA services (YTD December 11, 2013)

- Infant and Toddler Program- 89
- N.E.S.T. Program- 64
- WINGS Program- 59

Total Children: 218

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

- *CAC Program Director*- Responsible for ensuring service delivery, staffing, and budget
- *CAC Program Assistant*- Responsible for scheduling, data input and coordinating partner participation
- *Children's Services Coordinator*- Responsible for meeting with children and families to provide case management services
- *Forensic Interviewers*- Responsible for conducting interviews of all children brought to CAC
- *Court Advocate*- Responsible for court preparation and court accompaniment for criminal trials
- *Lead Therapist*- Responsible for providing therapy to clients, staffing, and supervision of cases
- *Therapists*- Responsible for providing therapy and counseling services to clients
- *Bilingual Services Specialist*- Responsible for providing children's services coordination to Spanish speaking and bilingual clients
- *Bilingual Therapist*- Responsible for providing therapy services to Spanish speaking and bilingual clients
- *Bilingual Children's Services Coordinator*- Responsible for meeting with children and families to provide case management services
- *CASA Program Director*- Responsible for ensuring service delivery for all CASA children in foster care system/ CPS in Fort Bend County
- *Infant and Toddler Team Leader*- Responsible for managing specialized services for children ages zero to five years old.
- *Volunteer Supervisor*- Responsible for supervising CASA volunteers
- *WINGS Volunteer Team Leader*- Responsible for managing specialized services for children ages 14-18
- *WINGS Volunteer Supervisor*- Responsible for delivering specialized services for children ages 14-18
- *Volunteer Services Team Leader*- Responsible for managing the recruitment, training and retention of program volunteers

- *N.E.S.T. Team Leader*- Responsible for managing specialized services for children ages 6-13

D. Describe your timeline for implementation if these funds are provided under the grant.

We expect implementation of these funds to be utilized within the first three months of 2014 or shortly thereafter as expenses are incurred.

III. FINANCIAL

A. Is a copy of your most current Annual Audit attached? If not, please explain.

Yes, please see attached.

B. Total amount of the request being made to the County: \$16,000

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.

Remaining gap: \$2,011,000

Other sources of funds:

- Government grants: \$705,000
- Foundations: \$210,000
- Events: \$487,000
- Individual donations: \$206,000
- Other: \$380,000

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

E. Does your agency charge a fee for service to the client and if so please explain?

No.

IV. COMMUNITY IMPACT

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

We anticipate 300 clients will benefit from this funding, based on 2013 levels, and adjusted for the first three months of the year.

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

Measurement metrics and benchmarks:

CASA:

- 100 percent match of a CASA volunteer with every child in foster care
- Placement outcomes for infant and toddlers
- High school graduation rates for WINGS youth
- College enrollment rates for WINGS youth
- Educational and behavior attainment of personal objectives for N.E.S.T. children

CAC

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

Family Protection Funding Application Evaluation Form – Attachment A

Applicant Name: Child Advocates of Fort Bend

Project Name: Identification, Treatment and Prevention of Child Abuse

CRITERIA

Criteria	Maximum Points	Actual 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

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.

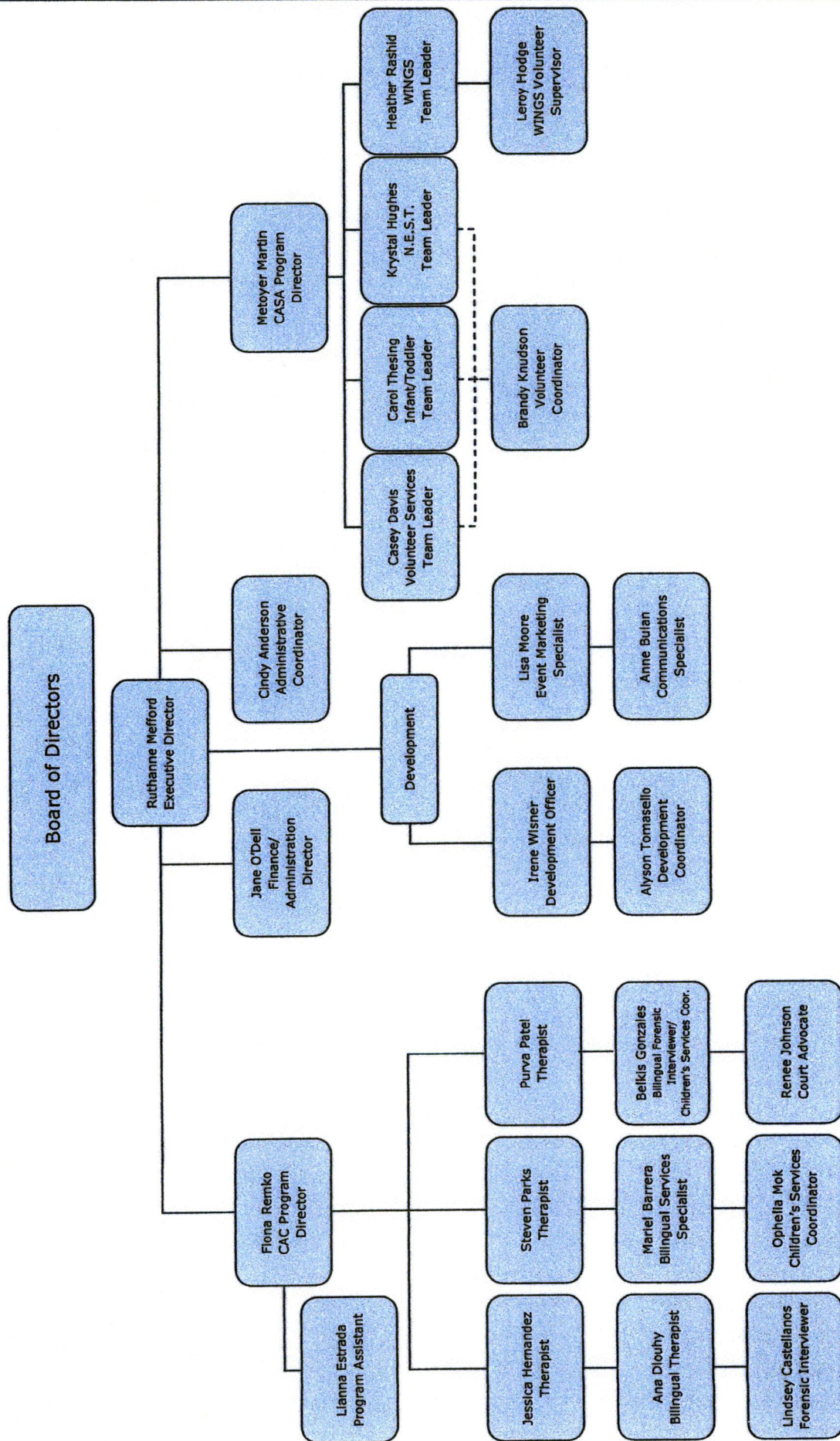
If an unanticipated expenditure has occurred during the reporting time frame, make note in the column labeled *Project Funds Expended* on Attachment C with a brief note of explanation. Complete the report by requesting a reimbursement in the column-*Reimbursement Requested*.

2014 Child Advocates of Fort Bend Board of Directors

NAME	BUSINESS AFFILIATION	CAFB BOARD OFFICER POSITION
Mr. Denny Adelung	National Oilwell Varco	
Dr. Betty Baitland	Betty Baitland and Associates	Parliamentarian
Mr. Bob Brown	Greater Fort Bend Economic Development Council	
Ms. Sonal Bhuchar	Sugar Land Therapeutic Concepts	
Ms. Elsa Cantu Cortez	Rancho Realty and Development	
Ms. Nell Ciancarelli	Nalco Champion, an Ecolab Company	
Mr. Brian Covault	Texas Community Referral Network, Inc.	Nominating Chair
Mr. Robert G. Culak	Sysco Corporation (Retired)	Treasurer
Mrs. Brigit Engleman	PB&J Pavement Marking, Inc.	President
Mr. Joe Freudenberger	OakBend Medical Center	
Mr. Greg Haralson	Memorial Hermann Sugar Land Hospital	
Ms. Nicole Hill	CNH Ventures, LLC	
Mr. Tom Holton	Auditor (Retired)	
Ms. Yolanda Humphrey	Perdue, Brandon, Fielder, Collins & Mott	
Mr. Kurt Kirchof	Nalco, an Ecolab Company	
Mr. Jim Lockwood	Baker Hughes	
Mrs. Vickie Looney	John Moores Investments	Secretary
Mr. Mark Magee	Amegy Bank	Past President
Mr. Jim McClellan	James G. McClellan, CPA	Vice President
Mrs. Ruthanne Mefford	Child Advocates of Fort Bend	
Ms. Karen O'Neill	The Sweet Tooth Shoppe	
Dr. Shannon Orsak	St. Michael's Emergency Rooms	
Ms. Pat Somers	Educator (Retired)	Ambassador Council Chair
Mr. Fred Williams	Marketing and Sales Management (Retired)	

**Due to confidentiality agreements, we are unable to disclose the phone numbers of our board members. If you would like to contact them, please let us know and we will make arrangements with the board member.*

Child Advocates of Fort Bend Staff Organizational Chart



Internal Revenue Service

Date: October 11, 2007

**FT BEND COUNTY CHILD ADVOCATES INC
% SUSIE MOSELEY
5403 AVENUE N
ROSENBERG TX 77471-5644**

**Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201**

**Person to Contact:
Yvette Davis 17-57076
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
76-0337426**

Dear Sir or Madam:

This is in response to your request of October 11, 2007, regarding your organization's tax-exempt status.

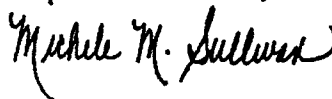
In September 1991 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



**Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1**

Attachment C- Financial Report Form

[illegible]