

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Child Advocates of Fort Bend, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide services for the prevention of family violence or abuse/neglect of a child (hereinafter "Services") in accordance with Section 51.961 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article 1. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (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 within the Scope of Services described in Exhibit A is Fifteen Thousand Four Hundred Eighty-Six dollars and 00/100 (\$15,486.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifteen Thousand Four Hundred Eighty-Six dollars and 00/100 (\$15,486.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Fifteen Thousand Four Hundred Eighty-Six dollars and 00/100 (\$15,486.00).

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

Article 5. Term

The term of the Agreement shall begin on March 1, 2018 and end on December 30, 2018. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Article 6. Modifications and Waivers

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

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Article 7. Termination

7.1 Termination for Convenience

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

7.2 Termination for Default

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

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article 8. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article 9. Insurance

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

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

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

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

9.1.4 Professional Liability (Errors & Omissions) Insurance with limits not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement.

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

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

9.4 Contractor will deliver to County evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any services by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

9.5 All insurance policies, with the exception of worker's compensation, employer's liability, and professional liability will be endorsed and name the County as Additional Insured for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

9.6 Contractor hereby waives all rights of subrogation against the County. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County. No policy will be canceled until after thirty (30) days' unconditional written notice to the County. All insurance policies will be endorsed to require the insurance carrier

providing coverage to send notice to County thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy.

9.7 Contractor is responsible to pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by County prior to the performance of any services by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

9.8 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following County contact:

Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: 281-341-3751
Email Address: RiskMgmt@fortbendcountytexas.gov

9.9 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Contractor's or subcontractor's insurance will be kept in force until all services have been fully performed and accepted by County in writing.

Article 10. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article 11. Confidential and Proprietary Information

11.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of

nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

11.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

11.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

11.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the

reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Article 12. Independent Contractor

12.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

12.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article 13. Notices

13.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

13.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

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

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

13.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

13.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Article 14. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article 15. Performance Warranty

15.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

15.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article 16. Assignment and Delegation

16.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

16.2 Neither party may delegate any performance under this Agreement.

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

Article 17. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article 18. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article 19. Third Party Beneficiaries

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

Article 20. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 21. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article 22. Captions

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

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

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

Article 24. Texas Government Code Section 2251.152 Acknowledgement

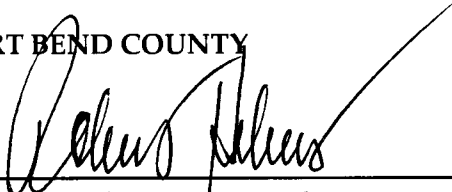
By signature below, Track Star represents pursuant to Section 2252.152 of the Texas Government Code, that Track Star is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Article 23. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 27 day of February, 2018.

FORT BEND COUNTY



Robert E. Hebert, County Judge

2-27-2018

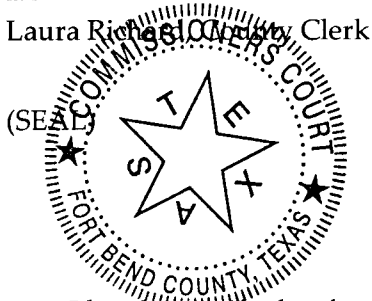
Date

ATTEST:




Laura Riches, County Clerk

Laura Riches, County Clerk



CHILD ADVOCATES OF FORT BEND, INC.



Authorized Agent - Signature

Ruthanne McFford

Authorized Agent - Printed Name

CEO


Title

2/15/2018

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$15,486.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A: Family Protection Funding Application

Family Protection Funding Application

EXHIBIT A

FORT BEND COUNTY APPLICATION PACKET FOR FAMILY PROTECTION FUNDING - 2018

Fort Bend County Commissioners Court has authorized the adoption of a family protection fee set by statute as \$15. The fee is collected by the District Clerk at the time a suit for dissolution of a marriage under Chapter 6, Family Code is filed. The Commissioners Court of Fort Bend County is seeking one or more nonprofit organizations located in Fort Bend County that provide direct services for the prevention or intervention of family violence or the abuse or neglect of a child. An agency that provides services through another third-party, non-profit will not be eligible for the funds. The amount of the grant(s) for FY 2018 is \$35,972. Each application will be evaluated based on the criteria included in this packet.

Agency Name: Child Advocates of Fort Bend

Address: 5403 Avenue N

City: Rosenberg

State: TX

Zip: 77471

County: Fort Bend

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

Employer ID or Tax ID Number: 76-0337426

Project Name: Identification, Treatment and Prevention of Child Abuse

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

Total Project Budget Required: \$3,547,889

Amount Funding Requested: \$35,972

Contact Person: Ruthanne Mefford

Contact Phone: 281-344-5174

Email: rmefford@cafb.org

Agency Web Address: www.cafb.org

I. ORGANIZATION BACKGROUND

- A. **Mission Statement of the Agency:** To provide a voice, heal the hurt, and break the cycle of abuse and neglect for children in Fort Bend County.
- B. **Total Number of Paid Staff for the Agency:** Child Advocates of Fort Bend employs 39 employees
- 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."

Twenty-six years ago, a small group of dedicated volunteers identified an enormous problem and would soon bring about vital change to the most vulnerable population. Child Advocates

of Fort Bend (CAFB) is a nonprofit agency whose mission is to provide a voice, heal the hurt and break the cycle of abuse and neglect for all children in Fort Bend County. CAFB opened its doors in 1991 to serve child victims of sexual abuse, physical abuse and neglect through a comprehensive, community-based continuum of care model. Since inception, CAFB has served over 16,000 children and families and remains the only agency in Fort Bend County exclusively dedicated to providing these services without client cost. The agency is one of a few, in the state of Texas, to combine CASA (Court Appointed Special Advocate) and CAC (Children's Advocacy Center) programs under one roof. Primary partners are co-housed in the CAFB building to facilitate this collaborative multidisciplinary approach.

Children who have experienced abuse need the opportunity to tell their story and know that someone is listening. The CAC provides a safe place for children to express themselves without inhibition. Children regain their voice by telling their story to a Forensic Interviewer. A new record was recently set in the CAC during the month of November, with 98 children who underwent forensic interviews. The CAC served 1,633 children and families in 2017. This was a 12% increase in clients from the previous year. Through trained techniques and methods, Forensic Interviewers serve as a neutral sounding board while eliciting details in a structured conversation. A child abuse investigation includes the following disciplines: law enforcement and child protection investigators, prosecutors, child protection attorneys, victim advocates, and medical and mental health practitioners, all of whom benefit from the information obtained during the Forensic Interview.

Healing the hurt is an important step for children who have experienced abuse. The shame and blame that each child feels can take a toll on his/her physical and mental health. They are at high-risk of terrible outcomes later in life. The CAC employs 6 licensed therapists who work with children on staying physically and emotionally safe, but also acknowledging the child's grief and anxiety, allowing him/her to move forward from victim to survivor.

The CASA Program recruits, trains and deploys community advocates called Guardians ad Litem or CASA Volunteers to provide a voice for foster children in the courts. Children who enter CAFB through the CASA Program are in foster care and are immediately assigned a CASA Volunteer. The CASA Volunteer determines what is in the child's best interest and regularly makes those recommendations to a judge in court. CASA has age-specific programming that serves as a support system and stepping stone for children in foster care by providing them with the guidance and stability they need to make a healthy transition into permanency or adulthood should they age out at 18 years old. Each age-specific program (Infant and Toddler, N.E.S.T. and WINGS) focuses on the needs of each unique child. These programs keep foster children and teens on a positive track providing them with opportunities and skills they otherwise would not have received.

CAFB focuses heavily on physical and emotional health, building self-esteem, educational achievement, positive behaviors and life skills. CAFB develops, tests and implements customized programming in-house and is currently facing funding gaps for staff, training and educational/enrichment materials. These programs have been so successful that Fort Bend remains a "best practice model" for the state of Texas and CAFB wants to continue to sustain

and improve them. The number of children needing services is increasing annually. CAFB now has additional needs for more staff, recruiting and training volunteers and resources for all service lines. The agency is committed to sustaining these proven programs and recognizes their benefit to children and youth and to the community at-large. Child abuse costs society more than \$124 billion dollars annually, and left untreated, continues to grow as an urgent societal problem.

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.**

Beginning as a standalone CASA Program (Court Appointed Special Advocates), CAFB evolved into a comprehensive, community-based continuum of care model with a full-service Children's Advocacy Center (CAC) to serve child victims of sexual abuse or severe physical abuse/neglect. Offering all services free of charge, CAFB remains a critical resource for children in foster care and families living in poverty. Though CAFB serves children from all backgrounds and incomes, the reality is more than 80% of clients would not be able to afford quality mental healthcare or other advocacy services on their own.

Court Appointed Special Advocates (CASA) recruit, train and match volunteer advocates to every child in foster care for Fort Bend County's child welfare system. These specially trained volunteers work diligently for the best interests of each child. Because the needs of children change with age, CASA operates three programs (Infant and Toddler Program, NEST, and WINGS) that focus on age-specific needs.

- **Infant and Toddler Program (I&T):** The Infant and Toddler program is an outgrowth of a national pilot for Zero To Three™ under the direction of Judge Ron Pope in Fort Bend County. Now expanded to serve children from newborn to five years old (Pre-K/Kindergarten), this program recognizes the critical importance of the early childhood development. The volunteer CASA advocates for the child's "best interests" in health and medical care, cognitive and emotional development, educational progress and their overall well-being. CASAs assigned to children in I&T are trained to model positive parenting skills and promote positive child-parent visitations. The goal of this program is to expedite permanency plans, whether it be reunification with parents, placement with extended family members or adoption. The CASA visits, monitors and attends court for the younger children on a more frequent basis seeing that they do not languish in the system.
- **Nurturing Education and Social Triumphs (N.E.S.T.):** Designed for elementary to early-middle school aged children (6-13 years old), this program helps build strong foundations in education, health and social interaction. The goal is to establish positive behaviors early in life ensuring the child is at grade level throughout their early years of school. Personal educational and behavioral goals are established for each child whose progress is monitored throughout the school year by an assigned

CASA. For every move during placement, a child may lose up to 6 months of academic progress. This type of setback can be particularly critical during primary grades when children are establishing their foundations for academic performance and success. A CASA who works closely with teachers and counselors will address areas of particular need and helps with tutoring in academic subject matters.

Twice a year, N.E.S.T. children who make advancements in school are rewarded with an Incentive Party to encourage them through the school year. Each year children in N.E.S.T are encouraged to participate in volunteer service projects during the spring and fall. The N.E.S.T. and WINGS Programs coordinate their projects so the older WINGS youth can mentor the younger children during the volunteer service project.

The Summer Workshop held each August, was created to get N.E.S.T. children excited about going back into the classroom. Children participate in experiences designed to build upon their social skills, health education, confidence and resiliency.

- WINGS: Supports youth (14 – 18+ years old) so they can flourish in school, develop tailored individualized education plans, plan for higher education opportunities, careers and prepare for independent living after aging out of the foster care system at 18 years old. Throughout the year youth participate in interactive educational activities including: an 8-week Life Skills Workshop, a Campus Crawl during the summer and mini workshops throughout the school year.

Designed to help students finish school, WINGS youth create individualized education plans for college or a career path and prepare for successful independent living outside of the foster care system. Every activity is purposefully designed to help youth master one or two skills. By setting personal goals, actively managing their future plans and support systems, youth are empowered to build successful, independent lives beyond their time in foster care.

- Courtesy CASA: Added this year, CAFB provides “Courtesy CASA” visits and services to children placed outside their counties of origin covering 141 total counties in the Eastern and Coastal Regions (including Brazoria, Harris and Waller Counties). The Courtesy CASA Program fills gaps created by the shortage of resources within CPS and addresses the continuing challenge of having more than 50% of children in foster care placed outside their home county. A Courtesy CASA visits children who are in urgent need of an in-person visit when the child’s CASA volunteer or program cannot currently provide a visit. If a forecast was made on annual volume an estimated 312 children will be served by the end of 2017.
- Collaborative Family Engagement (CFE): CFE is an integrated approach that establishes a true team between CASA and Child Protective Services (CPS) to work together to complete the steps of family finding. This CFE team will share the Family Finding work, and every success will be a cooperative achievement. Open

communication and collaboration is encouraged amongst the CFE team, with an emphasis on utilizing the child's CASA volunteer. Studies have found that one of the strongest indicators for child well-being is the number of committed adults in a child's life. CFE is built around the fact that children have many blood relatives and other important connections that can be identified, located and engaged as a case begins.

Data will be collected by researchers at The University of Texas at Austin to determine whether outcomes were improved for children and youth in the child protection system. The CFE model is flexible, so having this data and learning what is working from staff on the ground will allow the practice to evolve.

The Children's Advocacy Center (CAC) provides a safe child-friendly environment where children can disclose abuse, heal from the trauma and prepare for court. Within the child-focused multidisciplinary program, forensic interviews are conducted, mental health and therapy services are provided, and family advocacy supports child victims of sexual abuse and severe physical abuse. CAFB is not only a direct service provider, but also leads a Multi-Disciplinary Team (MDT) which collaborates across multiple agencies serving child abuse victims. The agency serves as a single point of contact for children and families, many who are affected by child abuse and neglect in the community. CAFB coordinates with partner agencies on the identification, advocacy and treatment of child abuse and its effects. Agency partners who are co-housed under CAFB's roof include: Fort Bend District Attorney's office, County Attorney's office, Child Protective Services and the County Sheriff Investigator's office. Having one space where all essential professionals work side-by-side improves upon the timeliness and effectiveness of investigations minimizing any additional trauma. The CAFB Multi-Disciplinary Team is comprised of 31 partners and 25+ Affiliations.

Through these partnerships the CAC served 1,454 children and families in 2016. Many children receive multiple services and may continue services for 2-3 years while their healing occurs and their cases are in the criminal court system awaiting trial.

- Forensic Interviews: Prior to the establishment of CAFB, children making a disclosure of abuse would have to be interviewed at the police department and often had to retell their story multiple times. For a child that has been through such emotional and physical trauma, this can be frightening. The CAC has created a welcoming environment where child victims of abuse are brought to do one recorded interview with the Forensic Interviewer. The goal of the interview is to:
 1. Allow the child to tell their story in his/her own words in a non-threatening or judgmental environment.
 2. Uncover information that may be helpful in a criminal investigation.
 3. Asses the child's safety in their home.
 4. Determine if siblings have been abused or are at risk of being abused.
 5. Whether a sexual assault exam or further medical treatment is needed

6. Begin the therapeutic process and refer the child to CAC therapist or outside therapist.

The child's story is recorded while CAC staff, CPS and law enforcement watch the interview in an adjoining interview room. The recorded interviews are pivotal in helping law enforcement acquire enough evidence to make arrests and crucial in helping attorneys build strong prosecutions against perpetrators.

- **Therapy:** Child abuse victims require specialized trauma-informed, evidence-based therapy which is often unavailable outside of CAFB due to a shortage of therapists and cost barriers to many families. CAFB has a comprehensive therapy program with six therapists providing a variety of modalities: Play Therapy, Parent Child Interaction Therapy (PCIT), Eye Movement Desensitization and Reprocessing (EMDR), Cognitive Behavioral Therapy (CBT) and Trauma Focused Cognitive Behavioral Therapy (TRCBT). Individual and group therapy is also offered to siblings and non-offending caregivers.
- **Victim Advocacy:** Families faced with child abuse are often overcome by what to do and where to go for help. CAFB provides families with advocacy services guiding them through the child welfare and court process step-by-step, as well as conducting a needs assessment of the family. Regular communication is maintained between the child's family, criminal courts, law enforcement and attorneys. Recognizing needs of each family, CAFB ensures all parties are invested in the family and child throughout their ongoing legal case. Victim advocacy services at CAFB work with each child to prepare for court.
- **Medical Referrals:** After determining that a child has experienced sexual abuse, he or she is referred to a medical specialist for a Sexual Assault Nurse Examiner (SANE) exam and a complete physical. Often, this is the first medical attention ever received by the child, and an opportunity to connect them with follow up medical and dental care. CAFB has an agreement with a local medical clinic that specializes in sexual assault exams. A seamless process has been developed from referrals, scheduling and follow-up to ensure exams do not get backlogged or go incomplete.
- **Case Management and Review:** All cases are staffed and regularly reviewed in a bi-weekly Case Review Team Meeting attended CAC staff and representatives of partner agencies. This collaborative process facilitates communication, moving cases along efficiently and ensuring that no case falls through the cracks.
- **Criminal Court Advocacy:** If a perpetrator is indicted in a child's case, the child is supported by a Criminal Court Advocate whose role is to support the child and family should she or he have to testify in the court. The advocate accompanies the child to each hearing and provides the family with proceedings update.

- **Multi-Disciplinary Team Enhancement (MEP):** Two dedicated CAC staff members review all state intakes reporting child abuse, assess if they meet criteria for sexual abuse or severe physical abuse, and if so, refer the case to Forensic Interviewers. The CAC acts as the coordinating entity among partner agencies ensuring that all parties are informed and participating.
- **Mentor Program:** Community volunteers are trained to serve as mentors for children. This is another layer of support and puts a positive role model in the child's life.
- **Bilingual Services:** With 31% of its clientele coming from the Hispanic community, the CAC employs bilingual staff members who are well versed in family dynamics, cultural and social norms, perception of and relationship with the legal and child protection systems, degree of assimilation of child and family, socio-economic and educational concerns and the complexities within the Hispanic culture. Every case is different with its unique set of circumstances, but every child is treated with personalized services from beginning to end.

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?

Funds will be used toward CASA and CAC Programs direct services. Over the last three years (2015-2017) the voices of 5,239 children and their families were heard in the CAC. A new record was recently set in the center during the month of November, when 98 children underwent forensic interviews. The CAC served a total of 1,633 children and families this year (from January to November), which was a 12% increase in services from the previous year.

The number of children served by CASA ebbs and flows dependent on CPS caseloads. CAFB serves every child in the Fort Bend County foster care system, but has no control over how many are assigned to Fort Bend County at any given time. Over the last three years (2015-2017) the CASA Program has served 847 children (267 children were served).

Capacity Expansion – CAFB Staff and Space Addition Needs:

CASA Program

- Expand the number of hours worked per week for the Courtesy CASA

CAC Program

- Expand services with night time hours/staffed by 2 new part-time positions (1 Therapist and 1 Admin)
- 1 Full-time Data Entry position and 1 Children's Services Coordinator

Building Admin

- 1 Receptionist who will serve the entire building

Children Served by CAC Services (YTD November 2017)

Total Number of Children served – Ranges between 207 – 310 Children and Youth/Month
Interviews

- *Forensic Interviews – 780*

MDT Enhancement Program

- *Number of Child Abuse Reports at Intake Reviewed – 3,672*
- *Number of Cases Coordinated - 566*

Victim Advocacy Services

- *Criminal Court Advocacy Clients - 401*
- *Children’s Services Coordinator - 885*

Therapy

- *New Therapy Clients - 282*
- *YTD Total Therapy Sessions – 2,825*
- *Bilingual Therapy – 545*

Medicals

- *Medicals Referred Through CAC - 231*
- *Medicals Received - 169*

Mentor Program

- *Children Served - 11*
- *Number of Hours - 148*

TOTAL CHILDREN: 2,920

Children Served by CASA Services (YTD November 2017)

Age Specific Programs – 286 Children and Youth

- *Infant and Toddler Program - 60*
- *N.E.S.T. Program - 84*
- *WINGS – 142*

Adoptions and Permanency

- *Adoptions - 15*
- *Achieved Permanency - 82*

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
- Therapists- Responsible for providing therapy and counseling services to clients
- Bilingual Services Specialist- Responsible for providing children's services coordination to Spanish speaking and bilingual clients
- Bilingual Therapists- Responsible for providing therapy services to Spanish speaking and bilingual clients
- Bilingual Children's Services Coordinator- Responsible for meeting with children and families to provide case management services
- MDT Coordinator- Responsible for reviewing all stake intake reports and identifying children qualifying for services at our CAC and managing coordination between CAC and partner agencies
- CASA Program Director- Responsible for ensuring service delivery for all CASA children in foster care system/ CPS in Fort Bend County
- CASA Program Development Coordinator- Responsible for developing Infant and Toddler, N.E.S.T., and WINGS programs specialized curriculum and workshops.
- Program Assistant - Provides assistance to CASA Program staff and coordinates volunteer training process.

- Infant and Toddler Team Leader- Responsible for managing specialized services for children ages zero to five years old.
- Volunteer Recruiter - Responsible for supervising CASA volunteers
- 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
- Courtesy CASA – Makes visits to children who are in urgent need of an in-person visit that their volunteer or program cannot currently provide
- Collaborative Family Engagement (CFE) Coach – Provides coaching and consultation to Fort Bend County’s CASA and CPS programs involved in Collaborative Family Engagement.

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 half of 2018 or shortly thereafter as expenses are incurred.

III. FINANCIAL

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

B. Total amount of the request being made to the County: \$35,972

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.
The remaining gap is \$2,086,452 (See Attachment C – Financials Report Form

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, all services are provided free of charge to remove any potential barriers

between a child receiving help. Any child who has suffered abuse, regardless of their caregiver's income bracket, qualifies for free services.

IV. COMMUNITY IMPACT

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

It's hard to predict the number of new children entering the foster care system, but we do know the number has been steadily increasing each year. In 2016 CAFB served a total of 1,142 children. The estimated number of children and youth served by the end of 2017 is 1,795. As of November 2017, CAFB had served a total of 1,830 children and youth.

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

Each Month:

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

% of CAC children who receive a child abuse medical evaluation

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

% of CASA cases who are assigned a CASA volunteer

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

% of CASA children achieving desired outcomes

% Staff retention

% of staff receiving professional development

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

% of target met for new CASA volunteers recruited and trained

Other Documents to include with this application:

- IRS Designation letter of 501(3)(c) status
- Latest Audited Financial Statement
- Organization Chart
- List of Board of Directors
- Attachment A – Evaluation Criteria Form – insert Applicant and Project Names
- Attachment B – Reporting Requirements & Reimbursement Request

- Attachment C – Financial Application Reporting Form, Expenditure Reports and Reimbursement Requests

**Family Protection Funding Application
Evaluation Form – Attachment A**

Applicant Name: Child Advocates of Fort Bend

Project Name: Identification, Treatment and Prevention of Child Abuse

| Criteria | Maximum Points |
|--|-----------------------|
| Not located in Fort Bend County. | -50 |
| A total deduction of 10 points will be taken if any required documentation is missing. | -10 |
| | |
| Organization Background (10) | |
| Mission of agency is consistent with Statute requirements. | 10 |
| | |
| Project Details (35) | |
| Project description is consistent with requirements of statute. | 20 |
| The agency has sufficient resources and staff to accomplish the goals of the project. | 10 |
| The agency timeline for management of the project is realistic. | 5 |
| | |
| Financial Plan (20) | |
| The agency has sufficient cash flow to fund the project and request reimbursement OR the agency has sufficient cash flow to fund the project until the proposed benchmarks are achieved. | 10 |
| Gaps in funding for the proposed project have been identified. | 10 |
| | |
| Community Impact (35) | |
| Achieving the proposed benchmarks will serve the needs of victims of child abuse, neglect, or family violence. | 20 |
| Is the cost per beneficiary reasonable. | 15 |

**Family Protection Funding Application
Reporting Requirements – Attachment B**

ANNUAL REPORT

- An annual report will be required by December 30th, following the January of the year in which the grant is awarded.
- Briefly describe in a narrative format the goals for the project and the accomplishments to date.
- If you set benchmarks for your program, please describe the activities used to reach the target or, describe any impediments to attaining your benchmarks.
- Complete the Financial Reporting Form (Attachment C, Excel Spreadsheet) as part of the Annual Report.
- If you have chosen to submit a quarterly or monthly narrative report as part of your reimbursement requests, only complete Attachment C – Financial Report Form as a cumulative of the previously reported months or quarters for the Annual Report.

REIMBURSEMENT

- Reimbursement requests may be made monthly, quarterly or annually. An invoice style request or a narrative report can be made to the County Judge's Office, (send to Attn: Grants Coordinator) but either style will require Attachment C. Appropriate backup of the expenditures (purchase orders, sales receipts, copies of contract or contractor's invoices, etc.) must be included with the invoice or report.
- If an unanticipated expenditure has occurred during the reporting timeframe, make note in the column labeled *Project Funds Expended* on Attachment C with a brief note of explanation. Complete the report by requesting a reimbursement in the column- *Reimbursement Requested*.

**Application Deadline is December 29, 2017
Submit via email to: jenetha.jones@fortbendcountytexas.gov**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Fort Bend County Child Advocates, Inc
Rosenberg, TX United States

Certificate Number:
2018-314694

Date Filed:
02/15/2018

Date Acknowledged:
02/27/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

14384
FY2018 Family Protection Fee-Child Advocates of Fort Bend

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)