

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

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

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

WITNESSETH

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

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

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

**AGREEMENT**

**Article 1. Scope of Services**

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

**Article 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services as described in Exhibit A is Fifteen Thousand Nine Hundred Twenty-nine dollars and 40/100 (\$15,929.40). 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 Nine Hundred Twenty-nine dollars and 40/100 (\$15,929.40), 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 Nine Hundred Twenty-nine dollars and 40/100 (\$15,929.40).

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, 2019 and end on December 30, 2019. 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](mailto:RiskMgmt@fortbendcountytexas.gov)

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

#### **Article 10. Indemnity**

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

#### **Article 11. Confidential and Proprietary Information**

11.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

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

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

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

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

**Article 12. Independent Contractor**

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

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

**Article 13. Notices**

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

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

County: Fort Bend County  
Attn: County Judge 401  
Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

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

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

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

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

**Article 14. Compliance with Laws**

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

**Article 15. Performance Warranty**

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

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

**Article 16. Assignment and Delegation**

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

16.2 Neither party may delegate any performance under this Agreement.

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

**Article 17. Applicable Law**

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

**Article 18. Successors and Assigns**

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

**Article 19. Third Party Beneficiaries**

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

**Article 20. Severability**

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

**Article 21. Publicity**

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

**Article 22. Captions**

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

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

By signature below, 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 2<sup>nd</sup> day of March, 2019.

FORT BEND COUNTY

CHILD ADVOCATES OF FORT BEND, INC.

KP George  
KP George, County Judge

Ruthanne Metford  
Authorized Agent - Signature

3-26-2019  
Date

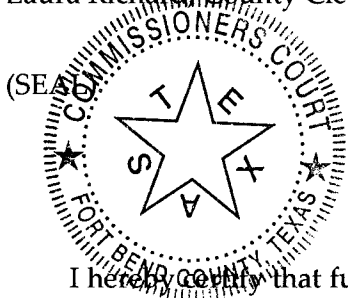
Ruthanne Metford  
Authorized Agent - Printed Name

ATTEST:

CEO  
Title

Laura Richard  
Laura Richard, County Clerk

3/11/2019  
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$15,929.40 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant  
Robert Edward Sturdivant, County Auditor

EXHIBIT A: Family Protection Funding Application

**Family Protection Funding Application**

**EXHIBIT A**

**Fort Bend County Commissioners Court  
Family Protection Fee Grant  
Annual Request  
December 2018  
CAC and CASA \$37,033- total funding available**

**Outline of Needs**

**Overview:**

Deadline: **Dec. 31**

Emailed submission:

Application and documents to- [jenetha.jones@fortbendcountytexas.gov](mailto:jenetha.jones@fortbendcountytexas.gov)

Website with budget form and details:

<https://www.fortbendcountytexas.gov/government/departments/administration-of-justice/commissioners-court/county-judge/family-protection-fee-grant>

**Guidelines/Notes:**

See below for application details including required forms

**Attachments:**

- 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 (in document below)
- Attachment B – Reporting Requirements & Reimbursement Request (in document below)
- Attachment C – Financial Application Reporting Form, Expenditure Reports and Reimbursement Requests

**FORT BEND COUNTY APPLICATION PACKET FOR FAMILY PROTECTION FUNDING – 2018**

**CASA (Court Appointed Special Advocate) and CAC (Children’s Advocacy Center)**

**Agency Name:** Child Advocates of Fort Bend (CAFB) Legal Name is Ft Bend County Child Advocates Inc.

**Address:** 5403 Avenue N

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

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

**Employer ID or Tax ID Number:** 76-0337426

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

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

**Total Project Budget Required:** \$ 2,962,615

**Amount Funding Requested:** \$30,895

**Contact Person:** Jessica Jubin

**Contact Phone:** 281-344-5136

**Email:** jjubin@cafb.org

**Agency Web Address:** www.cafb.org

**I. ORGANIZATION BACKGROUND**

**A. Mission Statement of the Agency:** Child Advocates of Fort Bend Mission: 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:**

42

**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.”**

CAFB is one of only a few agencies in Texas to combine Court Appointed Special Advocate (CASA) and Children's Advocacy Center (CAC) programs under one roof. During its 27-year history, CAFB has helped more than 15,500 children and their non-offending family members.

Beginning as a standalone CASA Program (Court Appointed Special Advocates) in 1991, CAFB has 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 with children who have experienced sexual abuse and severe physical abuse. 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.

CAFB continues its commitment to serve the best interests of children in foster care with the goal of overcoming the negative effects of trauma from the hands of someone they likely loved and trusted, and helping them thrive during the time they are in, and after leaving, the child welfare system.

While Children's Protective Services (CPS) works with parents or guardians for reunification or an alternative resolution, Court Appointed Special Advocate Volunteers focus on the child. CASA Advocates meet with teachers, doctors, and both foster and biological families to assess medical, educational, physical and emotional health needs. They determine what is in each child's best interest regarding services, and provide every child with a voice in court. CASA staff supervise all Advocates affiliated with the program as they dedicate their time to children assigned to their care.

With more than 80% of clients having experienced sexual abuse, the Children's Advocacy Center (CAC) provides a safe space for children to receive direct services that help them move from victims to survivors. Program components delivered by clinical staff include: Bilingual Services, Forensic Interviews, Therapy, Victim Advocacy, Medical Referrals, Case Management and Review, Criminal Court Advocacy and a Mentor Program delivered by trained volunteer Advocates.

## **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.**

Child Advocates of Fort Bend (CAFB) is the only agency in Fort Bend County solely dedicated to providing free, comprehensive services to abused children and their non-offending family members. These direct services are delivered through the Court Appointed Special Advocate (CASA) and Children's Advocacy Center (CAC) programs. Funds would be used to recruit and train volunteers utilized by both programs and to support the staff supervising them. Services include advocacy for children while in the care of the child welfare system and evidence-based, trauma-informed care in the clinical setting of the CAC. Through CASA, since the needs of children in foster care change as they age, there are three distinct program areas that focus on age-specific needs (Infants & Toddlers for ages 5 and under, N.E.S.T. for

children ages 6-13 and WINGS for teens ages 14-18+). Each child or youth is immediately assigned a CASA Volunteer upon intake who works with the child year-round to expedite permanency and ensure all needs are met. Furthermore, a S.T.E.M. (Science, Technology, Engineering and Math) initiative was launched to support school-aged foster youth as they progress through school and prepare to enter the workforce, continue with higher education, and/or learn a trade. The CAC provides a child-friendly environment where sexual and severe physical abuse victims can disclose abuse, heal from trauma and prepare for court. The shame children feel takes a toll on their physical and mental capacity. The CAC creates a space where children move from victims to survivors. Components include: Bilingual Services; Forensic Interviews; Therapy; Victim Advocacy; Medical Referrals; Case Management and Review; Criminal Court Advocacy; and a Mentor Program.

Since 2013, CAFB has experienced a 52% increase in clients. CAFB's vision is to serve 100% of children who have reported or disclosed abuse or neglect in Fort Bend County. However, over the past few years, it has become increasingly difficult to do so, and there is a persistent wait list for services. In 2018, the number of children disclosing sexual abuse and receiving a forensic interview is up 78% over the prior year. This has been attributed to an increasing child population, online solicitation of children, substance abuse, and the implementation of a statewide mandate requiring that all children who are reported or disclose abuse be referred to accredited CACs, such as CAFB's, for services. This trend shows no sign of subsiding. While CAFB served 2,110 unique children and their families in 2017, this number is projected to increase to 2,500 by 2019, and double within five years. CAFB urgently needs to hire more staff, recruit and train more volunteers, and continue to expand service hours as soon as possible. Funding through this grant will help ensure CAFB is able to meet the increasing needs of the Fort Bend community.

**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 benefit staffing, volunteer recruitment/training and supply and material costs necessary to deliver the services of the Child Advocates of Fort Bend CASA and CAC programs.

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

Administration continues to be supervised by two Program Directors, one over each core program area (CAC and CASA). The CAC Program Director has a Master of Social Work and 20+ years of clinical experience with children who have been sexually abused. CAC licensed staff includes therapists and forensic interviewers. The CASA Program Director holds a Master of Social Work and Master of Arts in Sociology degrees with almost 20 years of experience in the child welfare system. Operations will be conducted by direct service staff (17 in the CAC; 11 in CASA) who recruit and train volunteers, provide program development and supervise age-specific programs and Guardian ad Litem (the CASA Advocates appointed by a judge).

Volunteers are the life-blood of the organization. Retention remains very high at 98%. Staff recruited and trained 68 new program volunteers in 2017 who collectively traveled 49,203 miles and donated 7,301 hours of volunteer time, valued at over \$1 million. Staff retention remains high at 85%. The

agency was able to add two new full-time positions in 2017: a sixth Therapist (bilingual) and a second MDT Coordinator. Annually, there are two to three interns from the University of Houston Graduate College of Social Work who help serve therapy clients and assist with administrative duties. Brief descriptions of other directly supported staff:

- 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 Coordinators- 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 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.**

CAFB anticipates funds to be utilized within the first half of 2019 or shortly thereafter as expenses are incurred.

**III. FINANCIAL**

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

**B. Total amount of the request being made to the County:**

\$30,895

**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 total cost of the project is much greater than the funds requested. Funds from other sources will be utilized including private foundation grants, donations from individuals and special event proceeds. Limited government pass through funding from Victim of Crime Act (VOCA) and Other Victim Assistance Grants (OVAG) funds are competitively applied for each year and typically cover less than 1/3 of total program costs annually.

**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?**

Annually, the numbers of clients served has grown 20+%. In 2017, CAFB served 2,110 unique children and family members. The projected number of clients to be served in 2019 is 2,500.

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

Hire and train new staff to respond to explosive growth in demand: achieve a fully-staffed and trained Forensic Interview program - create a new Team Lead position to oversee Forensic Interviews (CAC), add a new Children's Services Specialist (CAC), hire a new Therapist (CAC), hire a new Volunteer Supervisor (CASA) to manage growing caseload of younger clients in Infant and Toddler and N.E.S.T. programs, hire new Volunteer Recruiter/Outreach Coordinator (CASA/CAC) to focus on recruitment of diverse volunteers and increase public speaking at schools and target groups (100 classrooms in 2019)

Offer sexual assault exam services in Fort Bend County through a newly formed partnership with Access Health in Richmond (30% target usage in year 1). Currently, all clients go to the Texas Medical Center in Houston which is very challenging for families.

Expand Access to therapy to alleviate a persistent waitlist and provide easier access to students and working parents: offer therapy two nights/week and add a second Spanish language care givers group (evaluate usage monthly for one year)

The timeline for attaining these benchmarks will be over the 2019 calendar year.

Evaluated Monthly:

% 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**

The following is included for reference to actual spreadsheet needed. Available at the website.

Attachment C - Financial Reporting Form			
DIRECT SERVICES PROJECT BUDGET -- EXPENDITURE REPORT -- REIMBURSEMENT REQUEST			
		Time Frame of Report	
Type of Services Budgeted	Application Project Budget	Project Funds Expended	Reimbursement Requested
Personnel & Fringe			
Contract Services (outsourced expenses)			
Materials and Supplies			
Equipment Purchases			
Operational Expenses			
Other: (Please list items that may be specific for your program)			
<b>Total Project Budget</b>			
<b>Project Funds Expended during this Time Frame</b>			
<b>Reimbursement Requested during this Time Frame</b>			





**DIRECT SERVICES PROJECT BUDGET**

Therapist- MB	\$	5,750.00	0%	\$	-	-	-
Bilingual Therapist #2	\$	6,360.41	0%	\$	-	-	-
MDT Coordinator #1	\$	5,981.01	0%	\$	-	-	-
MDT Coordinator #2	\$	6,000.00	0%	\$	-	-	-
Bilingual Children's Service Coordinator	\$	5,978.52	0%	\$	-	-	-
<b>Total Fringes</b>	\$	<b>122,304.62</b>		\$	<b>2,476.74</b>	<b>2442.26</b>	<b>749.87</b>
<b>Equipment</b>							
<b>Total Equipment</b>				\$	-		
<b>Program Expenses</b>							
<b>Total Program Expenses</b>				\$	-		
<b>Administrative Overhead (5% of Salary &amp; Benefits)</b>	\$	<b>32,720.86</b>		\$	<b>728.85</b>	\$ <b>670.12</b>	\$ <b>157.02</b>
<b>Total Cost</b>	\$	<b>687,137.98</b>		\$	<b>15,486.00</b>	\$ <b>15,486.00</b>	\$ <b>4,710.79</b>

**DIRECT SERVICES PROJECT BUDGET**

Type of Services Budgeted	Salary Mar-June 2018	% of Salary	Application Project Budget	Project Funds Expended	Reimbursement Requested
<b>Personnel - Salaries</b>					
CASA Program Director	\$ 18,999.00	11%	\$ 2,089.89	2183.10	727.70
CASA NEST Team Leader	\$ 11,000.00	10%	\$ 1,100.00	1100.00	337.08
CASA Infant & Toddler Team Leader	\$ 13,027.00	10%	\$ 1,302.70	1302.70	396.30
CASA Wings Supervisor	\$ 13,713.50	10%	\$ 1,371.35	1371.35	418.39
CASA Wings Team Leader	\$ 11,700.00	10%	\$ 1,170.00	1170.00	335.12
CASA VS Team Leader/Trainer	\$ 13,995.50	11.00%	\$ 1,539.51	1539.51	470.47
CASA Infant & Toddler Supervisor	\$ 10,685.25	10%	\$ 1,068.53	1068.53	326.01
CASA Program Development Coordinator	\$ 12,032.25	10%	\$ 1,203.23	1203.23	352.67
CASA Recruiter	\$ 11,960.00	12%	\$ 1,435.20	1435.20	440.16
CAC Program Director	\$ 46,410.00	0%	\$ -	-	-
CAC Program Assistant	\$ 19,000.00	0%	\$ -	-	-
CAC Children Service Team Lead	\$ 26,370.50	0%	\$ -	-	-
CAC Forensic Interviewer-Stephennie	\$ 22,500.00	0%	\$ -	-	-
CAC Forensic Interviewer- Heather	\$ 27,495.50	0%	\$ -	-	-
Court Advocate	\$ 25,179.00	0%	\$ -	-	-
Therapist - JH	\$ 26,544.00	0%	\$ -	-	-
Therapist Team Lead-PP	\$ 30,000.00	0%	\$ -	-	-
Therapist & Intake Specialist-Open	\$ 22,500.00	0%	\$ -	-	-
Bilingual Forensic Interviewer	\$ 22,816.50	0%	\$ -	-	-
Biingual Services Specialist	\$ 24,960.00	0%	\$ -	-	-
Therapist - MB	\$ 22,500.00	0%	\$ -	-	-
Bilingual Therapist #2	\$ 28,392.00	0%	\$ -	-	-
MDT Coordinator #1	\$ 23,432.50	0%	\$ -	-	-
MDT Coordinator #2	\$ 23,500.00	0%	\$ -	-	-
Bilingual Children's Service Coordinator	\$ 23,400.00	0%	\$ -	-	-
<b>Total Salaries</b>	<b>\$ 532,112.50</b>		<b>\$ 12,280.41</b>	<b>12,373.62</b>	<b>3,803.90</b>
<b>Personnel - Benefits</b>					
CASA Program Director	\$ 3,547.63	11%	\$ 390.24	402.96	134.32
CASA NEST Team Leader	\$ 2,875.00	10%	\$ 287.50	292.91	89.52
CASA Infant & Toddler Team Leader	\$ 3,090.78	10%	\$ 309.08	305.94	93.10
CASA Wings Supervisor	\$ 3,143.29	10%	\$ 314.33	277.57	84.69
CASA Wings Team Leader	\$ 2,989.26	10%	\$ 298.93	292.26	83.63
CASA VS Team Leader/Trainer	\$ 1,140.11	11.00%	\$ 125.41	126.96	38.80
CASA Infant & Toddler Supervisor	\$ 2,911.63	10%	\$ 291.16	290.32	88.28
CASA Program Development Coordinator	\$ 989.92	10%	\$ 98.99	93.19	27.22
CASA Recruiter	\$ 3,009.15	12%	\$ 361.10	360.15	110.31
CAC Program Director	\$ 7,738.79	0%	\$ -	-	-
CAC Program Assistant	\$ 5,641.92	0%	\$ -	-	-
CAC Children Service Team Lead	\$ 6,500.00	0%	\$ -	-	-
CAC Forensic Interviewer-Stephennie	\$ 5,750.00	0%	\$ -	-	-
CAC Forensic Interviewer- Heather	\$ 6,291.83	0%	\$ -	-	-
Court Advocate	\$ 6,114.62	0%	\$ -	-	-
Therapist- JH	\$ 6,219.04	0%	\$ -	-	-
Therapist Team Lead-PP	\$ 6,500.00	0%	\$ -	-	-
Therapist Intake- Open	\$ 5,750.00	0%	\$ -	-	-
Bilingual Forensic Interviewer	\$ 5,933.88	0%	\$ -	-	-
Biingual Services Specialist	\$ 6,097.86	0%	\$ -	-	-



# 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:**  
 2019-462437

**Date Filed:**  
 03/11/2019

**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

**Date Acknowledged:**  
 03/26/2019

**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  
 FY 2019 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

**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)