

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR DIRECT SERVICES FOR THE
 PREVENTION OF VIOLENCE OR ABUSE/NEGLECT OF A CHILD- FY 2021**

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 Seventeen Thousand Nine Hundred Fifty-five dollars and 70/100 (\$17,955.70). 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 Seventeen Thousand Nine Hundred Fifty-five dollars and 70/100 (\$17,955.70), 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 Seventeen Thousand Nine Hundred Fifty-five dollars and 70/100 (\$17,955.70).

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, 2021 and end on December 30, 2021. 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, 1st 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

Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

Article 24. Texas Government Code Section 2252.152 Acknowledgement

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

Article 25. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS

WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Article 26. Conflict

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 24 day of August, 2021.

FORT BEND COUNTY

CHILD ADVOCATES OF FORT BEND, INC.

KP George
KP George, County Judge
County Judge KP George

8.24.2021
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



Ruthanne Mefford
Authorized Agent – Signature

RUTHANNE MEFFORD
Authorized Agent – Printed Name

CEO
Title

8/17/2021
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 17,955.70 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant
Robert Edward Sturdivant, County Auditor

EXHIBIT A: Family Protection Funding Application – FY2021

EXHIBIT A

Board of Directors

Dr. Betty Baitland, President
Fort Bend ISD, Ret.

James Steenbergen, Vice-President
Union Carbide, Ret.

Robert G. Culak, Treasurer
Sysco Corporation, Ret.

Nancy Olson, Secretary
Community Volunteer

Jim Lockwood, Parliamentarian
Baker Hughes, Ret.

Farha Ahmed
Attorney at Law

Eileen Akerson
KBR

Cynthia Barratt
OCuSOFT, Inc.

Brian Covault
Rebranding 360

Thomas Duffy
TMD Financial Services, LLC

Joseph Freudenberger
OakBend Medical Center

Valerie Golden
Shell Oil, Ret.

Dave Johnston
BGE, Inc.

Barbara Jones
Fluor Corporation

Kurt Kirchof
Ecolab Corporation

Rhonda Kuykendall
Staff Photographer, Explore Fulshear

David M. Lanagan
Texas Research Center CEO, Ret.

Bruce Longaker
Longaker Foundation

Vickie Looney
John Moores Investments

Xavier Maza
Actinver Securities, Inc.

Jim McClellan
James G. McClellan, CPA

Dexter McCoy
Fort Bend ISD

Berkley Peschel
Colliers International

Darrell Roth
Roth Management Group

Pat Somers
Somers Educational Consulting

John R. Vanderzyl, MD, CPE
Family Practitioner

Shiroz Virani, OD
Optometrist

Robert Brown – Member Emeritus
Greater Fort Bend Economic Development Council

Ruthanne Mefford
CEO, Child Advocates of Fort Bend



December 23, 2020

Ms. Frances Desmond
Project Manager – Grants
Office of the County Judge
Fort Bend County
401 Jackson Street
Richmond, Texas 77469

Dear Frances:

Child Advocates of Fort Bend (CAFB) appreciates this opportunity to submit a request for the FY 2021 Family Protection Fee funding in support of our CASA programs and services for children who have been abused and neglected. The agency has experienced a 53% growth in clients for the past 7 years, and now the COVID-19 health crisis has amplified the need for care with many more children being abused due to isolation in homes (often with the abuser in the same home as the child; no one to report abuse; a rise in domestic violence cases, which often co-exists with child abuse; and increased severity of abuse by the time the authorities are notified.

Funding support will assist CASA staff in carrying out our legal responsibility to provide safety and permanency through advocacy for abused children removed from their home and then are placed in foster care. In addition, we aim to prevent abuse from happening in the first place through our community engagement programs that teach abuse awareness and prevention.

Please find our funding proposal and supporting documents enclosed for consideration. Should you have any questions or need further information, please contact me for assistance at rmefford@cafb.org or 281-344-5103. It is our hope that you will support children and youth who have been abused and neglected with the goal of providing a voice, healing the hurt and breaking the cycle of abuse.

For the Children's Sake,

 /JRJ

Ruthanne Mefford
Chief Executive Officer

FORT BEND COUNTY APPLICATION PACKET FOR FAMILY PROTECTION FUNDING

Fort Bend County Commissioners Court has authorized the adoption of a family protection fee set by statute as \$15. The District Clerk collects this fee when someone files a suit for dissolution of a marriage under Chapter 6, Family Code. The Fort Bend County Commissioners Court is seeking one or more non-profit organizations **located in Fort Bend County** that provide direct services for the prevention or intervention against family violence or the abuse or neglect of a child. An agency that provides services through another third-party non-profit will not be eligible for the funds. The amount of funding available for Fiscal Year 2021 is \$39,411.40

Agency Name:	Ft Bend County Child Advocates, Inc. dba Child Advocates of Fort Bend
Address:	5403 Avenue N
City: Rosenberg	State: Texas Zip Code: 77471 County: Fort Bend
Is your organization a 501(3)(c)	Yes
Employer ID or Tax ID Number:	76-0337426
Project Name:	CASA: Improving Outcomes for Child Victims of Abuse
Is the project a new or ongoing?	Ongoing
Total Project Budget Required:	\$429,101.58
Amount of Funding Requested:	\$39,411.40
Contact Person:	Jenetha Jones
Contact Phone:	281-344-5136
Email:	jjones@cafb.org
Agency Web Address:	www.cafb.org

I. ORGANIZATION BACKGROUND

A. Mission Statement of the Agency: The mission of Child Advocates of Fort Bend is 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: 49

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

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

Child Advocates of Fort Bend (CAFB) serves child victims of sexual abuse, physical abuse and neglect through a one-stop, comprehensive, multi-disciplinary approach that incorporates two Nationally Affiliated programs: Children's Advocacy Center (CAC) and Court-Appointed Special Advocates (CASA). Since opening our doors 29 years ago, we have worked to restore the lives of more than 17,500 children and non-offending family

members including babies born to drug addicted mothers, young children who have been beaten, starved and gone without medical care, teens who have been sexually abused by someone they likely know, sex trafficking victims and children who have experienced abuse in homes with domestic violence, often witnessing homicide and/or suicide of a parent.

Today, CAFB is the largest provider of specialized mental health and therapy services for children in Fort Bend County who have been abused or neglected. Serving as an umbrella agency for both the CAC and the CASA programs, CAFB provides direct services to children and families at no cost, eliminating a barrier to care. We also serve as convener and coordinator of a community-wide, multi-agency response to child abuse, working to help children thrive while in foster care and after; and to provide clinical treatment so children heal and recover from sexual abuse.

Our Court Appointed Special Advocate programs provide safety and permanency through advocacy for children's "best interests" who have been physically abused and neglected (civil cases) and removed from their homes and placed in foster care. In our capacity as the Guardian ad Litem assigned by the courts, we assign a Guardian ad Litem proxy who we call a CASA Advocate to achieve a 100% match with children in foster care to advocate on the child's behalf. We are one of only two programs in the state of Texas that consistently achieves this metric (in comparison, statewide only 50% of children have a CASA). In addition to providing services for children in Fort Bend County, we now serve as the sole Courtesy CASA in the state of Texas by visiting children who have been placed in residential treatment centers or other facilities out of their home counties.

Our Children's Advocacy Center provides the coordinated identification, treatment and joint investigation for child victims who have been sexually abused or who have suffered severe physical abuse/neglect (criminal cases). Our licensed professionals provide direct evidence-based, trauma informed services to children and non-offending family members, including Bilingual Services, Forensic Interviews, Therapy, Clinical Family Advocacy, Sexual Assault Medical Exam (SANE) Referrals, Case Management and Review, and Criminal Court Advocacy. The CAC offers a safe place for children to tell their story of sexual abuse, receive therapy and mental health services so they can heal from their trauma. We act in a coordinated team approach with law enforcement, CPS and the District Attorney's Office to ensure that child victims recover, and justice is served. Our CAC officially provides courtesy services to Waller and Austin Counties.

CAFB leads a Multi-Disciplinary Team (MDT) whose purpose is to see the cases through from the outset until children find safety, security and healing and their cases are successfully brought to a positive outcome. Partners along with the Child Abuse Divisions of the District Attorney's Office and County Attorney's Office co-house with us in our building to facilitate communication and coordination of cases. We are recognized as a leader in the state of Texas by innovating new services and taking these out to other programs across the state. We have a zero policy for abuse and we never turn away a child in need.

II. PROJECT DETAILS

- A. Please describe how your agency plans to use these funds as well as the direct services the agency plans to offer using these funds. Please be specific.

We are requesting operational support for our CASA Program and Community Engagement.

Child Abuse Increases During COVID-19 - With the pandemic, the incidence and severity of child abuse increased in recent months and likely will continue. Year-to-date through November, state intakes of child abuse reporting and the number of children we have served in our Children's Advocacy Center have increased by 43%. This is due to physical isolation in homes with no one to report abuse; documented increases in domestic violence in Fort Bend County; increases in the severity of cases we are treating in our CAC (domestic homicides, severe burns as punishment; online solicitation, sex trafficking and more); and stressors on families with job loss, economic hardship, substance abuse and access to weapons. We anticipate that we will continue to experience a surge in reports of abuse throughout 2021.

CASA Program – CASA staff forecast serving 172 foster youth with programming in 2021. Our CASA program provides safety, permanency and wellbeing for foster youth through Volunteer Advocacy. Grant funds will support staff resources for delivering services to children and youth, recruiting and training CASA Volunteer Advocates and community outreach and education.

CASA Advocates – The agency actively recruits and trains volunteers to serve in the Children's Advocacy Center and as CASA Advocates. Since the pandemic, we developed virtual trainings for CASA volunteers and virtual pre-service training for those who volunteer in the CAC. Our training also includes continuing education tools to meet credentialing requirements for Advocates. We host two training sessions per year for CASAs with a separate training for CAC volunteers. We aim to achieve a one-to-one pairing per child with an Advocate to ensure the best outcomes for foster children.

Appointed as Guardians ad Litem for foster youth, the CASA Advocate is a constant in a child's life as they traverse their time in the foster care system and in civil or family court. The Advocate acts on behalf of the child's "best interest" in their placement, health and medical needs, educational support and physical and emotional care services and ensures the child's voice is heard throughout the process. CASA Advocates meet with teachers, counselors, family members and foster families, and makes reports to the judge who can alter placement arrangements as needed.

Direct Services for Children and Youth – CASA staff will carry out educational and social enrichment activities and trainings throughout the school year and summer that are designed to build resiliency and restore normalcy for our school-aged children. CASA staff have developed alternative plans for program delivery to ensure pandemic safety protocols, socially distanced child visits and supervision of parent-child visits. Staff will provide youth with Learning Boxes focusing on education and back-to-school preparation; enrichment and interactive activities including STEAM exercises; and LifeSkills Training Kits for teenage youth in care and those aging out of care with resources for career readiness, financial literacy, health care, housing and transportation and foster

alumni resources. All youth will receive credits and Incentive Rewards for completing kits. For our infants and toddlers, we will continue to provide socially distanced visits and supervision of parent-child visits. We will also expand our Collaborative Family Engagement (CFE) service, which focuses on connecting children to family members who have not been a part of a child's life but can serve as an advocate for that child and possibly provide permanent home placement. In 2020, CFE staff handled 67 cases and 86 children for connection with family. Our staff and partners are receiving training on how to best use CFE tools so we can incorporate them in all our cases to ensure the best outcomes for children.

Diversity, Equity and Inclusion – There are a disproportionate number of children of color in the child welfare system. At CAFB, 80% of the children we serve are Hispanic, African American, Multi-Racial or Asian, far higher than the general population of Fort Bend County. We must ensure that we are culturally sensitive to the needs of the children and families we serve. In 2021, we plan to implement a Diversity, Equity and Inclusion (DEI) Initiative which addresses cultural sensitivity and implicit bias and that this is incorporated into all our recruiting, training, policies and practices. We will engage the services of a DEI consultant in 2021-2022 and include board members, partners, volunteers and staff. Recruiting and training will focus on building a more diverse organization that better reflects the diversity of our children.

Community Engagement – CAFB aims to create a lasting change in our community by continuously educating the public, adults, and children alike about child abuse, so that we can reach every child in need; and prevent abuse from happening in the first place. We will use a portion of grant funding to support prevention initiatives that include outreach materials, social media posts, and videos to educate the community about signs, symptoms, and reporting of child abuse as isolation from the pandemic continues and we are more dependent upon the community to report child abuse. This year we created numerous virtual presentations, including "Tuesdays at 2" on Facebook Live where staff experts and other professionals in the field of child welfare discussed how to deal with the pandemic and various topics related to keeping children safe, addressing trauma, anxiety and depression during the pandemic, self-care and regulation, pet therapy, internet crimes against children and how to keep children safe from online predators, parenting strategies, Trauma Based Relational Intervention practices and other related topics. We featured a "Tuesdays at 2" segment entirely in Spanish for our broad Spanish-speaking community. These presentations will continue as distancing from the pandemic continues and as a new method to reach more audiences with our prevention messaging.

We will continue to work with teachers and educators and others who officially interact with children. We have designed training for teachers and others to notice and address children who may have experienced trauma because of the pandemic or other family circumstances, as well as ways to recognize abuse from a distance or in the classroom and how to respond. We teach the connection principle of Trust-Based Relational Intervention (TBRI), which is a therapy model that is designed to meet the complex needs of vulnerable children by understanding brain development and how trauma impacts the brain. To reach children with prevention messaging we will employ virtual interactions that teach safety and abuse prevention until we can resume in-person events in schools.

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

Administration of the CASA Program is supervised by a Program Director who holds a Master of Social Work and a Master of Arts in Sociology degrees with nearly 20 years of experience in the child welfare system. Operations are conducted by 11 direct service staff who recruit and train volunteers, provide program development and supervise the various programs, including the Guardians ad Litem. Staff is supported by qualified volunteers who bring years of experience and training to working with children and families in a variety of settings.

- CASA Program Director - Responsible for ensuring service delivery for all CASA children in foster care system/CPS in Fort Bend County and CASA Advocate services
- Program Assistant - Aids CASA program staff and coordinates volunteer training process
- Advocacy Specialists - Responsible for developing and delivering Infant and Toddler, N.E.S.T., and WINGS programs specialized curriculum and workshops
- Volunteer Coordinator - Responsible for managing the recruitment, training and retention of program volunteers
- Community Engagement Director - Lead and implement a full, expanded service line on community outreach to address the issues of child abuse from a prevention model.
- Community Outreach Coordinator - Implement community outreach and agency presence in outreach events and activities.
- Courtesy CASA – Travels to visit 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

- C. Describe your implementation timeline.

It is anticipated that funds will be utilized by CAFB within the first two quarters of 2021 or as expenses are incurred.

III. FINANCIAL

- A. Did the agency attach a copy of its most current Annual Audit? If not, please explain.

Yes

- B. Identify any gaps in funding. If the cost of the project is greater than the requested funds, please identify the funding sources to fill the cost gaps.

The total cost of the CASA programs is much greater than the funds requested. We will continue to seek funds from other sources including private foundation grants, corporations, donations from individuals and special event proceeds. Like many others, the financial impact of the pandemic on our resources next year is uncertain due to modification of several fundraising events and suspension or delays in individual gifts due to the decline in the economy. Support from the Family Protection Fee grant will help fill the funding gap related to the health crisis as we continue to focus on healing and

therapy for children suffering trauma from abuse and fulfill educational achievement gaps and enrichment needs for children in foster care.

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

Yes

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

CAFB serves children and families from all backgrounds and incomes, though no family is turned away due to inability to pay. All services are available at no cost to victims or their families.

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

CAFB received \$16,581.00 in funding from the Family Protection Fee grant in 2020. The agency received \$49,459.00 as an eligible recipient of Community Development Block Grant funding in 2020.

IV. COMMUNITY IMPACT

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

CAFB is committed to seeing all children who report or disclose abuse or neglect in Fort Bend County, allowing no child to fall through the cracks. Your support will assist in providing essential direct services for children in foster care that includes individualized advocacy and educational and enrichment programming for children currently in foster care and those who will be placed in foster care. In 2021, CASA staff forecast assisting 172 foster youth with their safety, permanency and wellbeing through CASA Volunteer Advocacy and programming.

Our efforts to recruit and train volunteers to achieve a one-to-one pairing per child are essential to the outcomes for these children. This year we trained 46 new Advocates and were successful in retaining a 1:1 pairing per child. In addition, CAFB needs to be able to continue the work that raises awareness about child abuse and how to prevent it through community engagement presentations reaching a wide variety of audiences of children and adults alike. Since the pandemic we held 54 targeted virtual presentations, reaching 1,974 attendees.

In 2020, the agency served over 3,000 unique children and families and this number is projected to increase next year. Forecasting for 2021 is difficult, however, given the ongoing impact of COVID-19. For the months during lockdown when children were not in school, reports of abuse *fell*, dramatically because teachers and other adults were not observing them. In recent months reports have *increased* and the CAC is again at 2019 levels. When schools reopen fully, we expect a surge in reports.

Within all programs at CAFB, there is a continuum of care as clients and non-offending family members move toward healing through therapy, counseling, family advocacy services, foster care advocacy and bilingual language services. We want to ensure that no child falls through the cracks of the child welfare or legal systems. As these vulnerable

children are our community's own, our work is vital to the overall health of the community as we work to restore children to safety and normalcy.

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

Primary benchmarks during the grant year:

- Retain 100% CASA Advocate match
- Reach target for new CASA volunteers recruited and trained
- Engage CASA youth in N.E.S.T. and WINGS education and social activities (Spring, Summer, Fall breaks)
- Graduate 100% eligible high school seniors in WINGS
- Achieve a 10% increase in CASA Advocate diversity
- Launch Diversity, Equity and Inclusivity (DEI) Initiative
- Increase Trust-Based Relational Intervention (TBRI) training across all program segments
- Leverage Collaborative Family Engagement across all programs and service segments
- Educate and train teachers, administrators, counselors and child officials on abuse prevention
- Enhance output reach for children in schools with prevention messaging

Other agency benchmarks for success:

- *Reduce the therapy waitlist* - to ensure timely access (within 2-4 weeks) for children to the CAC's full array of services
- *Reach more children* - increase the number of children served by 10% or 300 additional therapy sessions per year
- *Heal trauma resulting from abuse* - Specific therapeutic outcomes include lessening PTSD, anxiety, depression, suicidality and other associated symptoms in child clients. Longer term outcome is the improvement of mental and physical health to alleviate and prevent these children from suffering lifelong mental and physical health symptoms into adulthood, which is very common, as demonstrated by the landmark CDC-Kaiser Permanente Adverse Childhood Experiences (ACE) study – the largest investigation of childhood abuse and neglect and later life health.

Other Documents to include with this application:

- IRS Designation letter of 501(3)(c) status
- Latest Audited Financial Statement
- Organization Chart
- List of Board of Directors

- Attachment A – Evaluation Criteria Form
- Attachment B – Reporting Requirements & Reimbursement Request
- Attachment C – Financial Application Reporting Form, Expenditure Reports and Reimbursement Requests

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

Applicant Name: Child Advocates of Fort Bend

Project Name: CASA: Improving Outcomes for Child Victims of Abuse

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

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

ANNUAL REPORT

- Each grantee must submit an annual report no later than the December 30 following the January of the year in which the grant was awarded.
- Briefly describe in a narrative format the goals for the project and the accomplishments to date.
- If you set benchmarks for your program, please describe the activities used to reach the target or, describe any impediments to attaining your benchmarks.
- Complete the Financial Reporting Form (Attachment C, Excel Spreadsheet) as part of the Annual Report.
- If you have chosen to submit a quarterly or monthly narrative report as part of your reimbursement requests, only complete Attachment C – Financial Report Form as a cumulative of the previously reported months or quarters for the Annual Report.

REIMBURSEMENT

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

**Application Deadline is December 30, 2020
Submit via email to: frances.desmond@fortbendcountytexas.gov**

Attachment C- Financial Report Form
Direct Services Child Advocates of Fort Bend Billing Recap FY 2021

Type of Services Budgeted	Application Project Budget	Project Funds Expended	Reimbursement Requested
Personnel - Salaries	\$ 31,426		
Personnel - Benefits	\$ 6,102		
Equipment			
Program Expenses			
Administrative Overhead (5% of Salary & Benefits)	\$ 1,883		
Total Project Budget	\$ 39,411		\$ -



**CHILD ADVOCATES OF FORT BEND
2020 BOARD OF DIRECTORS**

NAME	TITLE	COMPANY	BOARD STATUS
Ms. Farha Ahmed	Attorney at Law	Farha Ahmed, Attorney at Law	Member
Ms. Eileen Akerson	Attorney at Law	KBR	Member
Dr. Betty Baitland	School Superintendent, Ret.	Fort Bend Independent School District	Executive Committee - President
Ms. Cynthia Barratt	CEO/President	OCuSOFT, Inc.	Member
Mr. Brian Covault	Founder/CEO	REBRANDING 360	Member
Mr. Robert G. Culak	CPA	Sysco Corporation, Retired	Executive Committee - Treasurer
Mr. Thomas M. Duffy	Finance & Accounting Executive	TMD Financial Services, LLC	Member
Mr. Joe Freudenberger	CEO	Oakbend Medical Center	Member
Ms. Valerie Golden	Retired	Shell Oil	Member
Mr. David C. Johnston	Senior Vice President	BGE, Inc.	Member
Ms. Barbara Jones	Sr. Manager	Fluor Corporation	Member
Mr. Kurt Kirchof	Sr. VP Energy Services	Ecolab Corporation	Member
Ms. Rhonda Kuykendall	Staff Photographer	Explore Fulshear	Member
Mr. David M. Lanagan	Retired CEO	Texas Research Center	Member
Mr. Jim Lockwood	Ambit™ System Sales Mgr., Retired	Baker Hughes	Executive Committee - Parliamentarian
Mr. Bruce Longaker	President/Chair	Longaker Foundation	Member
Ms. Vickie Looney	Executive Assistant	John Moores Investments	Member
Xavier Maza	President	Actinver Securities, Inc.	Member
Mr. Jim McClellan	Owner	James G McClellan, CPA	Member
Mr. Dexter McCoy	Assistant Director	Fort Bend Independent School District	Member
Ms. Nancy Olson	Foundation Consultant	Executive Committee - Secretary	Member
Mr. Barkley Peschel	Senior Vice-President	Colliers International	Member
Mr. Darrell Roth	Founder, President & CEO	Roth Management Group (RMG)	Member
Ms. Pat Somers	Educator, Alief ISD, Ret.	Somers Educational Consulting	Executive Committee - Past President
Mr. James Steenberg	Union Carbide, Retired	Director of Corporate Purchasing	Executive Committee - Vice-President
Dr. John Vanderzyl	Physician	Sugar Lakes Family Practice, P.A.	Member
Shiroz Virani, OD	Optometrist/Owner	Texas State Optical	Member
Mr. Robert C. Brown, III	<i>Member Emeritus: 6/13/2019</i>	Greater Fort Bend Economic Development Council, Chairman Emeritus	Member
Ms. Ruthanne Mefford	Chief Executive Officer - Ex-Officio Member	Child Advocates of Fort Bend	Board Governance - CEO (ex-officio, non-voting)