

Agreement between the Alliance for Strong Families and Communities and Fort Bend County

This Agreement is between the Alliance for Strong Families and Communities, Inc., (“Alliance”) and Fort Bend County, a non-profit organization described in Section 501(c)(3) of the Internal Revenue Code located in Fort Bend, County Texas and specifies the terms under which Fort Bend County will serve as a Texas Change in Mind Learning Collaborative site conducting the proposed work outlined in the accepted application submitted under the Texas Change in Mind Learning Collaborative Request for Applications of the Alliance, the Episcopal Health Foundation, and the Powell Foundation, and will be effective for a period of two years beginning April, 2021 and concluding June, 2023.

Texas Change in Mind Learning Collaborative

The Texas Change in Mind Learning Collaborative, consisting of ten (10) sites, will build the capacity of Texas organizations to develop innovative ways to translate the research on early childhood brain development, Adverse Childhood Experiences (ACEs), positive childhood experiences, and race equity into real world applications that will advance a culture of health and well-being for all children and families in Texas.

An executive-level sponsor and the dedicated staff person for the Collaborative are highly encouraged to attend all meetings, including convenings, video conferences, and learning engagements. Additional staff from the organization may be invited for specific meetings based on subject matter (for example, the Marketing/Communications Vice President/Director will be encouraged to attend the convening in which FrameWorks will provide training to the sites on the framing science and strategic communications). There will be five (5) convenings, regular video conferences, and a curriculum of learning activities, all of which are designed to support the following objectives:

1. Develop shared knowledge around brain science, transformational leadership, racial equity;
2. Develop shared understanding of emerging science and where the field is headed;
3. Develop shared understanding of the importance of framing and strategic communications;
4. Prepare and refine individual organization theories of change as well as a collective theory of change;
5. Discuss policy priorities and other systems change implications for the Collaborative;
6. Identify and share successes and challenges facing the Collaborative sites in their efforts to align and integrate brain science research;
7. Discuss resolutions to issues emerging in the individual sites and among the larger Collaborative;
8. Identify knowledge learned through the efforts of the Collaborative and disseminate in real-time; Prepare and participate in formal presentations on successful practices deployed and lessons learned;

9. Synthesize the challenges and successes of the Collaborative experience; and
10. Participate in the developmental evaluation of the Collaborative and disseminate to the organization's stakeholder network.

Payment Schedule and Conditions

The Alliance will send the first payment within 14 days of receipt by the Alliance of the signed Agreement from Fort Bend County. The amount of the first payment will be \$25,000 and will cover year one of the proposed budget as specified in the organization's application and approved by the Alliance. The second payment of \$25,000 to cover year two of the proposed budget as approved by the Alliance will be issued in May, 2022.

Fort Bend County is required to make satisfactory progress on the proposed work as outlined in the application and as determined by the Alliance Director, Change in Mind before the second payment is released. Satisfactory progress is defined as meeting the following conditions:

1. Submitting and receiving approval by the Project Director of all required narrative and financial reports;
2. Maintaining active participation in the Texas Change in Mind Learning Collaborative, including attending all convenings.
3. Participating fully in the project evaluation plan including developing and submitting a theory of change and completing all related evaluation activities;
 - a. Assigning an evaluation coordinator or data manager to the project team;
 - b. Participating in an initial data collection interview
 - c. Developing and implementing a local evaluation plan;
 - d. Participating in periodic evaluation technical assistance calls;
 - e. Participating in an annual online survey;
 - f. Participating in an annual in-person site visit;
 - g. Reporting on a set of site-specific and cross-site performance measures as part of the site's annual report
4. Using Texas Change in Mind Learning Collaborative funds only for purposes that support the Fort Bend County's proposed plan as outlined in the submitted application and in this Agreement;
5. Maintaining the U.S. Internal Revenue Services (IRS) tax status as a 501(c)(3) nonprofit agency or a 170(c) governmental entity (excluding private foundations).

Reporting Requirements

The Alliance requires two types of reports to be submitted in April, 2022 and April, 2023. First is the Project Narrative Report which summarizes project progress and milestones achieved. A template for the Project Narrative Report will be provided by the Alliance.

Second is the Financial Report which summarizes how funds are being used to support the project.

Corrective Action and Termination

If the organization is not making satisfactory progress, the Alliance will issue a 30 or 60-day corrective action letter. Fort Bend County will need to take corrective action within the specified time period or risk Termination of the Agreement. In cases where a corrective action letter is sent to the organization, the Alliance reserves the right to modify, or withhold any payments that might otherwise be due under this Agreement, to require a refund of any unexpended funds, or both.

Termination for cause may be exercised by the Alliance if Fort Bend County is not making satisfactory and sustained progress on the activities outlined in the accepted project proposal. Notice of grant termination will be issued in writing from the Alliance to Fort Bend County. The termination notice will also specify narrative and financial reporting requirements and provisions for repayment or reimbursement to the Alliance of some or all funds already paid out to the organization.

Modification

If the Alliance and Fort Bend County mutually agree to modify or amend this agreement, the modification and/or amendment must be in writing and requires the signature of an authorized representative of each party.

Contact Information

The Change in Mind Director, Karen Johnson, oversee all activities of the Texas Change in Mind Learning Collaborative and will serve as the primary contacts. Required reports (described in the "Reporting" section) should be submitted to the attention of:

Karen Johnson

Director, Change in Mind

Alliance for Strong Families and Communities 648 N. Plankinton Ave., Suite 425

Milwaukee, WI 53203 changeinmind@alliance1.org

The contact for the Texas Change in Mind Learning Collaborative site is:

Fort Bend County

Name of contact person (please print)

Title

Address

City/St/Zip

Email

Phone

Requirements

Under United States law, the Alliance for Strong Families and Communities funds may be expended only for charitable, scientific, literary, and religious or educational purposes within the meaning of the Internal Revenue Code of 1986, as amended ("IRS Code"). This grant is to be expended solely in support of the objectives detailed in Fort Bend County's proposed transformation plan submitted and approved in February, 2021.

1. Funds for the Texas Change in Mind Learning Collaborative may not be used to carry on propaganda or any voter registration drive, or otherwise attempt to influence any legislation or election, within the meaning of the IRS Code.
2. Fort Bend County cannot promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
3. By accepting this Agreement, Fort Bend County certifies that, to the best of your knowledge, your organization, members of your governing body, your staff, and any consultants and/or contractor(s) for your project do not advocate, plan, sponsor, commit, and threaten to commit, or support terrorism.
4. By your acceptance of this Agreement, you agree to provide us with information required for us to comply with Executive Order 13224, the USA Patriot Act, and other information that is required by law.
5. By accepting this Agreement, you further agree that all funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders.
6. Funds from the Alliance must be used for the purposes specified in the Texas Change in Mind Learning Collaborative application proposal and this Agreement.
7. Applications and any additional material submitted become the property of the Alliance, except that Fort Bend County may make disclosures as required by law.

Publicity

The Alliance may make information regarding the Texas Change in Mind Learning Collaborative public at any time and in a manner which it deems appropriate, unless otherwise prohibited by law (HIPAA). Fort Bend County agrees to cooperate with any effort by the Alliance to publicize Fort Bend County, including but not limited to designating a suitable representative to appear on behalf of the organization at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries. Fort Bend County will acknowledge the support of the Alliance, the Episcopal Health Foundation, and the Powell Foundation in all publications reporting or discussing this funded program.

Fort Bend County agrees to provide the Alliance a reasonable opportunity to review and comment on the contents of any statement, press release or report concerning this project in advance of its release to the public. Fort Bend County shall send copies of all papers, manuscripts, and other materials which it produces for distribution that are related to the Texas Change in Mind Learning Collaborative funding to the Alliance.

In all public statements, including press releases, websites, annual reports, marketing materials and other announcements for this program, Fort Bend County is specifically requested to include full recognition and clearly identify that the Alliance for Strong Families and Communities, the Episcopal Health Foundation, and the Powell Foundation are distributors of the funding for this work.

Applicable Law

This Agreement, and the rights and obligations of the parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Texas, to the extent allowed by Texas law.

Authority

Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the party on whose behalf he or she is signing this Agreement.

Representative and Successors Bound

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

Notices

All notices or other communications hereunder shall be in writing and shall be deemed properly given if delivered personally or when deposited in the United States mail for delivery by registered or certified mail (return receipt requested), postage and fees prepaid, to the parties at the addresses listed in the Contact Information (or at such other address as shall be specified by like notice; provided that notice of a change of address shall be effective only upon receipt thereof).

Acceptance

By signing and returning a copy of this Agreement to the Alliance, Fort Bend County is agreeing to the terms as stated in this Agreement and confirming that the project dates and referenced budget are correct. Fort Bend County is also confirming that the project funded by this initiative is under its complete control. The Alliance may withdraw this Agreement and offer of funding if it does not receive acceptance by Fort Bend County within 30 calendar days of the date of this Agreement.

Please sign this Agreement in the space provided below and return one complete copy of the signed Agreement. You may return to us an original signed copy, or a photocopy, facsimile, electronic copy, or other signed copy, which you agree will have the same effect for all purposes as the original.

Alliance for Strong Families and Communities



Jody Levison Johnson, PhD, LCSW
President & CEO

7.14.21

Date

Fort Bend County



County Judge KP George
Signature

11/2/2021

Date

KP George

Name (please print)

County Judge

Title (please print)

Attest:



County Clerk

