

Resolution No. \_\_\_\_\_

**STATE OF TEXAS** §

**COUNTY OF DENTON** §

**AGREEMENT BETWEEN THE CITY OF LEWISVILLE  
AND  
CHILDREN'S ADVOCACY CENTER OF DENTON COUNTY FOR  
VICTIM SERVICES**

THIS AGREEMENT entered this 1st day of October, 2018 by and between the City of Lewisville (herein called the “Grantee”) and CHILDREN'S ADVOCACY CENTER OF DENTON COUNTY (herein called the “Subrecipient”).

WHEREAS, the City of Lewisville has applied for and notified that it will receive grant monies from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds:

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICES**

**A. Activities**

The Subrecipient will be responsible for administering a CDBG 2018 Plan Year Victim Services Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include activities eligible under the Community Development Block Grant program, as described in “Attachment A - Program Summary” and “Attachment C - Scope of Services”

**B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program’s National Objectives as defined in the requirements of 24 CFR Part 570.208 (a) (2)(i) Suitable Living Environment to benefit low/moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low-and moderate-income: abused children, victims of domestic abuse, elderly persons, adults meeting the Bureau of Census’ Current Population Reports definition of “severely disabled,” homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers. Grantee has applicable volumes of 24 CFR pertinent to this Agreement for review or reproduction.

### C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above and in the attachments hereto. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

## II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2018 and end on the 30th day of September, 2019, unless earlier terminated under the terms of this Agreement. Subrecipient will act in accordance with “Attachment B - Program Time Line”. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets disbursed under this agreement, including program income.

## III. BUDGET

The Subrecipient shall operate fiscally within the Scope of Services - “Attachment C”. It is expressly understood and agreed that repayment shall be based on a cost per service unit delivered for services provided in the previous quarter.

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the scope of services for cost per service unit delivery must be approved in writing by the Grantee and the Subrecipient.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed \$20,000. Drawdowns for the payment of eligible expenses shall be made against the total project budget specified in paragraph III herein and in accordance with performance. Increases or decreases in budget line items must be approved by the Grantee in writing.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR 200, Subpart D (Grantee has copy available for review or reproduction).

Failure to meet the contracted service unit goal by the end of the contract term shall result in reimbursement of less than the full grant award of this contract. Exceptions may be made on a case-by-case basis, subject to Grantee approval.

## V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals indicated below, unless otherwise modified by subsequent written notice.

Communication, details, and notices concerning this contract shall be directed to the following representatives:

### Grantee

Ashleigh Feryan, CDBG Program Specialist  
City of Lewisville  
151 West Church Street  
P.O. Box 299002  
  
Lewisville, TX 75029  
(972) 219-5026  
Email: aferyan@cityoflewisville.com

### Subrecipient

Kristen Howell, Executive Director  
CHILDREN'S ADVOCACY CENTER OF  
DENTON COUNTY  
Fed. I.D. 75-2559765  
1854 Cain Drive  
Lewisville, TX 75077  
972-538-9605

## VI. SPECIAL CONDITIONS

Subrecipient will not commingle CDBG monies with any other funds in any manner which would prevent the Grantee from readily identifying expenditures for operation of the Program. Furthermore, subrecipients will be required to report homeless data for the Denton County Homeless Management Information System if partnering in Homeless Coalition programs.

## VII. GENERAL CONDITIONS

### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604. Grantee has a copy of the relevant sections of the CFR available for review or reproduction. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient agrees to comply with all applicable requirements outlined in 24 CFR 570.502. In the event of noncompliance, Grantee may take any actions outlined under this agreement or 2 CFR 200.338.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in the Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage or its equivalent for all of its employees involved in the performance of this contract.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.310 and 2 CFR 200.325 (grantee has a copy available for review or reproduction).

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the grantee in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under the Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change of funding, the scope of services, or schedule of the activities to be

underwritten as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein, by giving written notice to the Subrecipient of such termination or suspension, specifying the effective date thereof, which may be immediate, and in the case of a suspension, the period of and requirements for lifting the suspension; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

The Subrecipient agrees to comply with the financial management requirements of 2 CFR 200, Subpart D (grantee has a copy available for review or reproduction) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls required therein, and maintain necessary source documentation for all costs incurred.

##### 2. Cost Principles

The Subrecipient shall administer its program in conformance with the cost principles outlined in 2 CFR 200 Subpart E as applicable (grantee has copies available for reproduction or review). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. The Subrecipient shall maintain, at a minimum, all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement.

2. Retention

As required by 24 CFR 570.502, the Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of the longer of three (3) years after the expiration or termination of the subrecipient agreement, or 3 years after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time. Records for individual activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) or change of use provisions at 24 CFR 570.505 must be maintained for as long as those provisions continue to apply to the activity. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues. Subrecipient shall also comply with the requirements of 2 CFR 200.333, as specified by 24 CFR 570.502.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request, and shall safeguard such information in compliance with 2 CFR 200.303.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials,

equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

#### 6. Audits & Inspections

All Subrecipient's records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, or any of their authorized representatives, at any time during normal business hours, as often as the Grantee, or federal government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning recipient audits and, as applicable, 2 CFR 200 (grantee has copy available for review or reproduction). The Subrecipient agrees to participate in the implementation of the programmatic and fiscal requirements outlined in the City of Lewisville CDBG Subrecipient Monitoring Guidebook.

### C. Reporting and Payment Procedures

#### 1. Program Income

The Subrecipient shall report monthly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

#### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

#### 3. Payment Procedures

The Grantee will pay the Subrecipient funds available under this contract monthly based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be based on the established cost per unit for actual services provided. See Attachment C. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available

in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

#### 4. Progress Reports

The Subrecipient shall submit the following Monthly Activity Summary Reports: CDBG Request for Reimbursement Form and subsequent back-up documentation, Performance Objectives Report, Population Served Report, and CDBG Client Data Summary Report to the City of Lewisville Neighborhood Services Department no later than the 15<sup>th</sup> of each month. Multiple failures to submit timely reports will be reflected in the Subrecipient's file and may be considered during the renewal process. The Subrecipient shall submit a final progress report ninety (90) days after the end of the term of this contract.

### D. Procurement

#### 1. Compliance

The Subrecipient shall comply with the procurement requirements of 2 CFR 200, Subpart D, as amended by 24 CFR 570.502, for all procurement under this contract. The Subrecipient shall additionally comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

#### 2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, and 24 CFR 570.502, 570.503, and 570.504, as applicable, and the following:

1. Upon the expiration, cancellation, or termination of this Agreement, the Subrecipient shall transfer to the City of Lewisville any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of the CDBG funds.
2. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$20,000 is either:



- a. Used to meet the national objective stated under Section I of this contract until five years after expiration of this agreement, or such longer period of time as determined appropriate by the City of Lewisville, or
  - b. Is disposed of in a manner which results in the City of Lewisville being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

## IX. Personnel & Participant Conditions

### A. Civil Rights

#### 1. Compliance

The Subrecipient agrees to comply with all local and state civil rights laws, regulations, or ordinances, as well as Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as Amended by Executive Orders 11375 and 12086. Grantee has copies of applicable compliance documents for review or reproduction.

#### 2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as amended. Any applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### 3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in this contract, the term "minority and female owned business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by business regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, financial statements, and accounts by the Grantee or its agents, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs XI.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under the contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR 200 with respect to conflicts of interest.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

### d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

## 7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. 24 CFR 570, Subpart K

The Subrecipient agrees to carry out each activity in compliance with all other applicable Federal laws and regulations described in 24 CFR 570, subpart K, as specified by 24 CFR 570.503, which are not specifically outlined herein.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Lewisville

CHILDREN'S ADVOCACY CENTER OF  
DENTON COUNTY

By: \_\_\_\_\_  
Donna Barron, City Manager

By: \_\_\_\_\_  
Kristen Howell, Executive Director

Attest: \_\_\_\_\_  
Julie Worster, City Secretary

Agency Unique Entity Identifier: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

Attachment A - Program Summary

The Victims Services Program seeks to minimize the trauma of child abuse to the children and non-offending family members by offering on-site forensic interviews and assessments, crisis counseling, group therapy, play therapy, court preparation, and psychological testing as needed.

Attachment B - Program Time Line

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

The grant award is made for a one-year period.

Attachment C – Scope of Services

- A. Targeted Lewisville (Unduplicated) Clients: 34
- B. Service Unit 1: Provide 305 service units. Each service unit for victim services will be reimbursed at a rate of \$65.53 not to exceed \$20,000 for the entire contract.

Attachment D – Outcome Measures

- A. Intermediate
  - 1. 80% of children showing PTSD symptoms that show a reduction in these symptoms 10 counseling sessions after initial testing.
- B. Long-term
  - 1. 95%-100% conviction rate of adult criminal cases filed with an indictment.
- C. H.U.D. Mandated Performance Measure – the following objective and outcome designated for CHILDREN'S ADVOCACY CENTER OF DENTON COUNTY will be used by the City in reporting public service activity:
  - 1. Objective – Suitable Living Environment
  - 2. Outcome – Accessibility