
Coastal Bend Wellness Foundation

Fee for Service Agreement – Law Enforcement & Investigative Services

Article I: Parties Involved

This Fee for Service Agreement (hereto referred to as Agreement) is between Coastal Bend Wellness Foundation and Corpus Christi Police Department for law enforcement and investigative services for Red Cord Initiative Diversion Program. The project period is from January 1, 2025 through December 31, 2025.

Organization Name: Coastal Bend Wellness Foundation
Contact Name: Alison Johnson, MS, CHES, CHW, LCDC
Address: 2882 Holly Road
City, State, Zip: Corpus Christi, TX 78415
Fax: 361-883-1993
Email Address: alisonj@cbwellness.org

Organization Name: Corpus Christi Police Department
Contact Name: Captain Samantha Baldwin
Address: 321 John Sartain
City, State, Zip: Corpus Christi, TX 78401
Fax: -----
Email Address: samanthab@cctexas.com

Article II: Funding

The total amount subcontracted to Corpus Christi Police Department for law enforcement and investigative services is \$15,000.00. CCPD's work and performance will include the number of criminal cases resulting in arrest and the number of targeted investigations carried out by the unit/division. See Article III: Section I. The agreement is effective as of the last date of signature below ("Effective Date"), by and between Corpus Christi Police Department and Coastal Bend Wellness Foundation.

Article III: Scope of Service

CCPD agrees to provide the following services as part of this agreement. The mission of the Corpus Christi Police Department (CCPD) is to work as an equal partner with the community to reduce crime, the fear of crime and enhance public safety. CCPD strives to utilize community involvement that links new, innovative crime fighting methods and technology to develop a Community Policing Organization where officers and the public operate together. The mission of the Narcotics/Vice Investigations Division is to investigate and eradicate narcotics and vice related crimes, including illegal drug distribution, prostitution, obscenity/pornography violations, gambling, liquor law violations, S.O.B. (sexually oriented business) violations,

underage drinking, and tobacco violations. These crimes tear at the fabric of our community, undermine the welfare of our children, and adversely affect the quality of life in Corpus Christi. For those reasons, the officers of the Narcotics/Vice Investigations Division are committed toward the successful prosecution of violators and the eradication of drugs through partnerships within the civilian and law enforcement community.

Section I: Targeted Investigations

The targeted criminal justice response goals are to increase public safety and reduce recidivism by responding to specific crimes or criminal elements. Corpus Christi Police Department (CCPD) will target investigations of crimes related to the commercial exploitation of people or individuals who may have experienced human trafficking or who are vulnerable or are at high risk for human trafficking. Street-Level and Web-Based anti-prostitution stings will be conducted by the CCPD Narcotics and Vice Investigations Division (NVID) in designated catchment areas that results in increased victim identification of all forms of trafficking. Dedicated personnel will conduct more advanced investigative methods and criminal intelligence gathering and analysis.

Article IV: Fraud, Waste, Abuse

CBWF does not tolerate any type of fraud, waste, or misuse of funds received from private, state, or federal grants. CBWF's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, CBWF policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. CBWF understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Restrictions and certifications regarding non-disclosure agreements and related matters. No organization under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

In accepting this award, CBWF:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to private, state, or federal grants, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.



If CBWF does or is authorized to make subawards (“subgrants”) or procurement contracts, or both:

- a. It represents that:
 - i. It has determined that no other entity that the CBWF’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to funding source, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by funding source.

Whistleblower Protections: Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees). CBWF and CCPD (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. CBWF and CCPD also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Article V: Compensation & Reimbursements

CBWF will reimburse CCPD for all approved, referred, and rendered services in accordance with the approved scope of services. Invoices must be provided for all payments to be made by the 15th of each month for the previous month’s services delivered. Continuation of contractual services and subsequent payments are based on availability of funding. Upon receipt of invoices CBWF will make payments within 30 days.

CBWF will be obligated to reimburse CCPD for the expenditure of actual and allowable allocable costs incurred and paid by the CCPD pursuant to this Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in Budget. The Budget is established as provided and is the approved budget for the planned expenditure of awarded contract, with expenditures identified by approved cost category. CBWF is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by CCPD prior to the commencement or after the termination of this Agreement. Upon execution of this Agreement by



both parties, payments to CCPD for any services provided by CCPD to CBWF between November 1, 2023 and the Effective Date shall be calculated pursuant to the terms of this Agreement and are herein ratified. All terms and conditions set out in this Agreement apply to such ratified payments.

Article VI: Liability for Taxes

CCPD agrees and acknowledges that CCPD shall be entirely responsible for the liability and payment of Contractor's and Contractor's employees' taxes of whatever kind, arising out of the performances in this Agreement. CCPD agrees to comply with all state and federal laws applicable to any such person, including laws regarding wages, taxes, insurance, and workers' compensation.

Article VII: Independent Contractor

CCPD expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of CBWF. CCPD is not a "governmental body" solely by virtue of this Agreement or receipt of grant funds under this Agreement. All persons furnished, used, retained, or hired by or on behalf of CCPD shall be considered to be solely the employees or agents of Contractor. CCPD shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. CBWF agrees to take such steps as may be necessary to ensure that each contractor of CBWF will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of CWBF.

Article VIII: Compliance with Civil Rights and Nondiscrimination Requirements

CCPD will comply with all State and Federal statutes relating to civil rights and nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.


CBWF and any Contractor, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program. CBWF and CCPD must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Article IX: Confidentiality of Data

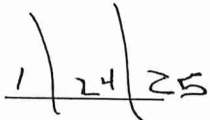
CBWF and any subrecipient at any tier must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Article X: Contract Compliance

Contracts for professional services will be monitored and evaluated on an ongoing basis by Coastal Bend Wellness Foundation (CBWF). CBWF will review documentation quarterly and assure all subcontractors comply with all applicable statues, rules, regulations, and guidelines governing the Red Cord Initiative Diversion Program. CBWF will monitor subcontractor’s work and performance is completed in a timely and satisfactory manner; sufficient progress is accomplished in relation to the invoices submitted; costs included in the subcontractor’s invoices are reasonable, allowable, and properly documented. Other monitoring methods, as authorized and appropriate relevant to assessment the subcontractor’s ability to ensure performance goals are achieved. CBWF will hold subcontractors to acceptable standards of professional and ethical conduct. CBWF is responsible for enforcing its standards of conduct, taking appropriate action on any infractions, and in the case of financial conflict of interest, informing grant funders. Contract monitoring documentation will be developed by CBWF specific and maintained onsite as proof that contract compliance and monitoring was conducted.



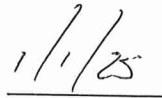
Bill Hoelscher, CEO
Coastal Bend Wellness Foundation



Effective Date



Authorized Signature – Corpus Christi Police Department



Effective Date