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**Coastal Bend Wellness Foundation**

**Contractual Service – Law Enforcement & Investigative Services**

**Article I: Parties Involved**

This Contract Agreement (hereto referred to as Agreement) is between **Coastal Bend Wellness Foundation** (hereto referred to as Grantee/Recipient) and **Corpus Christi Police Department** (hereto referred to as Subcontractor/Subrecipient) for law enforcement and investigative services for Red Cord Initiative Diversion Program. The contractual period is from October 1, 2019 through September 30, 2020.

Organization Name (Grantee): 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 (Contractor): Corpus Christi Police Department  
Contact Name: \_\_\_\_\_  
Address: 321 John Sartain  
City, State, Zip: Corpus Christi, TX 78401  
Fax: -----  
Email Address: \_\_\_\_\_

**Article II: Funding**

The Office of the Governor (OOG) Criminal Justice Division (CJD) has awarded the Coastal Bend Wellness Foundation, Inc. to fund Red Cord Initiative, a community-based pretrial prostitution diversion program dedicated to providing practical, emotional, and social support for those involved in sex work through the mobilization and engagement of community partnerships. This program includes case management, law enforcement, prosecution, and behavioral health services including substance abuse treatment services in Nueces County.

The total amount subcontracted to Corpus Christi Police Department for law enforcement and investigative services is \$22,892.91. Contractor's work and performance will include the number of criminal cases resulting in arrest and the number of grant-funded investigations carried out by the unit/division. See Article III: Section I and II.



### **Article III: Scope of Service**

The Contractor agrees to provide the following services as part of this agreement. In accordance with Office of the Governor Grantee Standard Conditions and Responsibilities Section 6.2:

*“Subcontracting”*: Coastal Bend Wellness Foundation enters into a subcontract with CCPD if such arrangements are part of the approved Scope of Work and budget for the Project. It is within OOG’s sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee (CBWF), the grantee (CBWF) will ensure that its contracts with others shall require compliance with the provisions of CBWF’s Grant Agreement to the extent compliance is needed to support the grantee’s (CBWF’s) compliance with CBWF’s Grant Agreement. The grantee (CBWF), in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with CBWF’s Grant Agreement and that OOG shall not be liable in any manner to any grantee (CBWF) subcontractor. In accordance with Office of the Governor Standard Conditions and Responsibilities Section 6.4: *“Contract Provisions Under Federal Awards”*: All contracts made by a grantee (CBWF) under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

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 proactive investigations of persons suspected of a prostitution. Street-Level and Web-Based anti-prostitution stings will be conducted by the CCPD Narcotics and Vice Investigations Division (NVID) in designated catchment areas most frequented by prostitutes.



## Section II: Identification of Target Population

The Red Cord Diversion program seeks to identify individuals who have a history of experiencing significant trauma in their past which contributed to and/or exacerbated their co-occurring mental health and substance use disorders and led to involvement in the criminal justice system. The goal is to identify individuals who possess the greatest likelihood of achieving positive lifestyle change and willingness to participate in counseling and treatment. Red Cord Initiative Diversion Program is offered to participants arrested for or have a prior criminal history of an offense under Section 43.02, Penal Code, Prostitution and CC 33-12, Penal Code, Prostitution – Loitering For within Corpus Christi and Nueces County.

## Section III: Tracking Target Populations' Information and Progress

The Contractor will monitor participants throughout program implementation through local, state, and federal criminal databases to identify criminal arrests and cases of an offense under Section 43.02, Penal Code, Prostitution and CC 33-12, Penal Code, Prostitution – Loitering For within Corpus Christi and Nueces County. These tracking activities will support comprehensive evaluation, quarterly reports, final evaluation reports and recommendations for modifications and adjustments to improve the project and increase the likelihood of future success and sustainability.

## **Article IV: Fraud, Waste, Abuse**

CBWF understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG 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.

In the event CBWF becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against CBWF or Contractor, CBWF is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. CBWF must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. CBWF must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. CBWF must notify the local prosecutor's office of any possible criminal violations. CBWF must immediately notify OOG in writing if project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court





or administrative agency renders a judgement or order finding discrimination by a CBWF based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

CBWF and Contractor are expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee 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.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. 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 OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If CBWF does or is authorized under this award 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 OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to CBWF (grantee/recipient) and CCPD (subgrantees/subcontractor). Reporting potential fraud, waste, and abuse, and similar misconduct, Section 10.01 Office of Governor Fund Specific Conditions and Responsibilities (JAG): CBWF (grantee), and any Contractor ("subrecipients", "subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Whistleblower Protections: Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees). CBWF (recipient) and Contractor (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 Contractor 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. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

#### **Article V: Compensation & Reimbursements**

CBWF will reimburse Contractor 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 7<sup>th</sup> 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 Contractor for the expenditure of actual and allowable allocable costs incurred and paid by the Contractor pursuant to this Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in CBWF's Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG or CBWF is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by Contractor prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, CBWF and Contractor is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

#### **Article VI: Limitation of Liability**

To the extent allowed by law, CBWF and Contractor agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this agreement or that arise from any acts or omissions of CBWF or any of its officers, employees, agents, contractors, and assignees, relating to this agreement regardless of whether the act or omission is related to this agreement. Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by CBWF with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. CBWF and OOG agree to furnish timely written notice to each other of any such claims.

Contractor agrees that no provision of this agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

#### **Article VII: Liability for Taxes**

Contractor agrees and acknowledges that Contractor 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. Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation.



#### **Article VIII: Independent Contractor**

Contractor 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, OOG or the State of Texas. Contractor 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 the Contractor shall be considered to be solely the employees or agents of Contractor. Contractor 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, OOG or the State of Texas.

#### **Article IX: Criminal History Reporting**

Counties or other governmental entities required to maintain and report criminal history records per the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute in order to obtain or maintain eligibility for OOG grant funds.

#### **Article X: Uniform Crime Reporting**

Local units of governments receiving funds from OOG must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

#### **Article XI: Compliance with Civil Rights and Nondiscrimination Requirements**

Contractor 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.

*“Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42”:* 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.

*Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38:* CBWF and Contractor 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 XII: Cooperation with Monitoring, Audits, and Records Requirements**

In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of CBWF or any other entity or person receiving funds from the State indirectly through a subcontract under CBWF's Grant Agreement. The acceptance of funds by CBWF or any other entity or person indirectly through a subcontract under CBWF's Grant Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, CBWF or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. CBWF further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. CBWF shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through CBWF and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of CBWF related to CBWF's Grant Agreement. CBWF's Grant Agreement may be amended unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide CBWF with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at CBWF's principal place of business and/or the location(s) of the CBWF's operations during CBWF's normal business hours. CBWF shall provide to OOG or its designees, on the CBWF's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in CBWF's Grant Agreement.

CBWF agrees to hold any subcontractors or subgrantees to the provisions of Office of the Governor Grantee Standard Conditions and Responsibilities Section 10.3 "*Cooperation with Monitoring, Audits, and Records Requirements*" and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. CBWF shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through CBWF and the requirement to cooperate is included in any subcontract it awards related to this grant. CBWF will direct any other entity, person, or contractor receiving funds through a subcontract under CBWF's Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to CBWF's Grant Agreement.



### **Article XIII: Records Retention**

CBWF and Contractor shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under CBWF's Grant Agreement. Audit trails maintained by Contractor will, at a minimum, identify the supporting documentation prepared by Contractor to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this contractual agreement. CBWF and Contractor must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, UGMS, and state law.

1. CBWF and Contractor must retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.
3. OOG or the Federal Funding Agency may direct CBWF or Contractor to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the Federal Funding Agency determines that the records possess long term retention value
4. CBWF and Contractor must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

The grantee must include the substance of Office of the Governor Grantee Standard Conditions and Responsibilities Section 10.5 "*Records Retention*" in all subcontracts.

CBWF or Contractor collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. CBWF and Contractor shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of CBWF's Grant Agreement.

### **Article XIV: Confidentiality of Data**

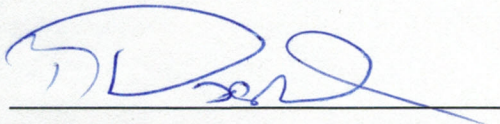
CBWF and any subrecipient at any tier must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or



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 XV: 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.



Authorized Signature

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Authorized Signature

11-15-19

Date

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Date