

SUBCONTRACT AGREEMENT

BY

AND

BETWEEN

WEBB COUNTY

AND

**SERVING CHILDREN AND ADULTS IN NEED,
INC.**

IN REGARDS TO SAFE HAVEN PROGRAM

This Subcontract is made on this ____ day of _____ 2014, by and between Webb County (hereinafter referred to as "Prime Contractor"), and Serving Children and Adults in Need, Inc. (hereinafter referred to as "Subcontractor"), a non-profit corporation duly organized and existing under the laws of the State of Texas.

WHEREAS, Webb County has requested that Serving Children and Adults in Need, Inc. assume operations of the Safe Haven Program formerly under the operational control of Texas Migrant Council.

ARTICLE 1. PERIOD OF PERFORMANCE

1. The period of performance for the Subcontract shall be from: December 01, 2014 through September 30, 2015 (10 months), inclusive, unless otherwise terminated pursuant to the provisions hereof.

ARTICLE 2. SCOPE OF WORK

1. The subcontractor shall provide to Prime Contractor in accordance with the Statement of Work, which is incorporated herein as **Attachment A** and made a part hereof.

ARTICLE 2. SUBCONTRACTOR CEILING

1. The total value of this Subcontract issued in accordance with the terms and conditions of this subcontract shall not exceed **\$91,666.67 for the initial 10 month period**. Subcontractor will be incrementally funded on a cost reimbursement basis.

ARTICLE 3. WORK TO BE PERFORMED

1. The Subcontractor services shall be acquired only through the issuance of the Subcontract. It shall be the responsibility of the Subcontractor to perform the work strictly in accordance with the terms and conditions thereof and the terms and conditions of this Subcontract.
2. Prime Contractor may terminate this Subcontract upon the occurrence of any of the following:
 - a. Termination by the Government of the Prime Contract upon which the Subcontractor's Statement of Work is based; or
 - b. Failure of the Subcontractor to perform work in accordance with its terms or the terms and conditions of this Subcontract and such failure

is not cured within ten (10) working days after receiving a notice from Webb County specifying such failure.

ARTICLE 4. PLACE OF PERFORMANCE

1. The place of performance for work to be performed under this Subcontract shall be at 1115 Chihuahua St., Laredo, TX 78041 office of Subcontractor located in Laredo, Webb County, Texas.

ARTICLE 5. INSURANCE REQUIREMENTS

1. The Subcontractor shall, at its own expense, provide and maintain during the entire performance period of the Subcontract, at least the kinds and minimum amounts of insurance specified below:
 - a. General Liability coverage of \$1,000,000 per accident.
 - b. Professional Liability coverage of \$1,000,000 per accident.
2. Insurance certificates evidencing the required insurance shall be delivered to Prime Contractor prior to commencing performance. Upon expiration of such insurance before this Subcontract is complete, the Subcontractor shall automatically submit renewal certificate of insurance.

ARTICLE 6. INVOICING

1. Notwithstanding any other provisions, the Subcontractor shall invoice no more frequently than once per month. Invoices shall contain at a minimum, the following detail:
 - a. Labor hours expended;
 - b. All other direct costs carefully detailed to the nature, purpose and amount of the specific charge;
 - c. Total amount of invoice, current and cumulative.
2. Payment of invoices shall be Net 30 days after receipt of accurate and complete invoice, which includes all required backup data and documents. The list of required documents are listed as Attachment B and made a part hereof.
2. Bill to:
Name and Title:
Physical Address:
Mailing Address:
3. Remittance Address. Make check payable to:

Serving Children and Adults in Need, Inc.

Attention: Accounts Receivable
2347 E. Saunders, Suite B
Laredo, TX 78041

ARTICLE 7. EXECUTION OF AGREEMENT OF SUBCONTRACT

Webb County

**Serving Children and Adults in Need,
Inc.**

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

Scope of Work

Safe Haven Program: provides a place for Supervised Visitation and Safe Exchange of children for families that have been court ordered to participate in this program. The highest priority of the Safe Haven Program is the safety of child(ren) and adult victims and the treatment of both with equal regard.