

SUBCONTRACT AGREEMENT
BY
AND
BETWEEN
WEBB COUNTY
AND
SERVING CHILDREN AND ADULTS IN NEED,
INC.

This Subcontract is made on this 27th day of August 2018, 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 is applying for grant TI-18-008 from the Substance Abuse and Mental Health Services Administration (SAMHSA) CSAT. The purpose of this program is to expand substance use disorder (SUD) treatment services in existing adult problem solving courts, and adult Tribal Healing to Wellness courts, which use the treatment drug court model in order to provide SUD treatment (including recovery support services, screening, assessment, case management, and program coordination) to defendants/offenders. Serving Children and Adults in Need, Inc. will write the grant application for Webb County at no cost.

ARTICLE 1. PERIOD OF PERFORMANCE

1. If project is funded the period of performance for the Subcontract shall be from: September 30, 2018 through September 29, 2023, 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 **\$234,500 per year** (Year 1 is September 30, 2018 through September 29, 2019; Year 2 is September 30, 2019 through September 29, 2020; Year 3 is September 30, 2020 through September 29, 2021; Year 4 is September 30, 2021 through September 29, 2022; and Year 5 is September 30, 2022 through September 29, 2023). Funding of subcontractor is contingent on Webb County receiving a Notice of Grant Award for grant application TI-18-008. 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 (15) 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 the DSHS licensed outpatient 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.

Bill to:

Name and Title: Arnolando Lozano, Project Director
Physical Address: 1110 Victoria St, Ste. 404, Laredo TX 78040
Mailing Address: 1110 Victoria St, Ste. 404, Laredo TX 78040

3. Remittance Address. Make check payable to:

Serving Children and Adults in Need, Inc.
Attention: Accounts Receivable
1605 Saldana Ave.
Laredo, TX 78041

ARTICLE 7. EXECUTION OF AGREEMENT OF SUBCONTRACT

Webb County

BY:  _____

Name: Tano E. Tijerina

Title: Webb County Judge

Date: August 28, 2018

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

BY: _____

Name: Isela Dabdoub

Title: Chief Executive Officer

Date: _____

Bill to:

Name and Title: Arnaldo Lozano, Project Director
Physical Address: 1110 Victoria St, Ste. 404, Laredo TX 78040
Mailing Address: 1110 Victoria St, Ste. 404, Laredo TX 78040

3. Remittance Address. Make check payable to:

Serving Children and Adults in Need, Inc.
Attention: Accounts Receivable
1605 Saldana Ave.
Laredo, TX 78041

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BY: 

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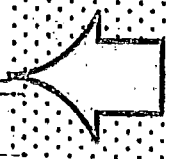
Serving Children and Adults in Need,
Inc.

BY: 

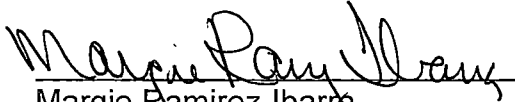
Name: Isela Dabdoub

Title: Chief Executive Officer

Date: 9-7-18

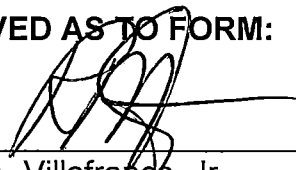


ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Ramon A. Villafranca, Jr.
Attorney, Webb County Civil Legal Division *

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners Court
On August 27, 2018; item no. 6b .*

ATTACHMENT A

Scope of Work

Serving Children and Adults in Need Inc. a substance abuse treatment provider will serve at least 375 participants in the five-year project period. The population of focus is composed of female and male adults from Webb County Texas who are involved in County Court at Law II Drug Court. Referred adults will receive the following services:

1. screening,
2. assessment,
3. treatment planning
4. evidence based outpatient drug treatment
5. peer recovery support services
6. discharge planning

ATTACHMENT B

Backup Data and Documents that will be submitted with invoices is as follows:

- Copies of Time Sheets
- Copies of local Mileage Logs
- Copies of out-of-town travel request forms
- Copies of invoices for direct program expenses like office supplies, meeting supplies, etc.

MARGIE R. IBARRA
COUNTY CLERK
FILED

2018 NOV 19 PM 1:53

WEBB COUNTY, TEXAS

BY  DEPUTY