

**INCORPORATED STANDARD**  
**COUNTY GENERAL TERMS AND CONDITIONS**

Unless otherwise deleted, changed or modified by the document marked “Modified or Deleted Terms and Conditions,” which is attached to the Agreement as Exhibit E, the following terms and conditions required by the County are specifically incorporated by reference in their entirety as part of the Agreement between the County and the Contractor\*:

\*Contractor hereinafter shall mean Subrecipient for purposes of contracts for Housing and Urban Development programs.

**11. COMPLIANCE WITH HEALTH AND SAFETY REQUIREMENTS**

A. The Contractor agrees to abide by all building codes, zoning ordinances and other related health, safety and welfare statutes, ordinances, rules and regulations imposed by any federal, state or local governing body that are applicable to the Contractor’s provision or performance of the Scope of Services.

B. The Contractor shall obtain any and all federal, state and local permits, licenses, and/or certifications required to provide, perform or carry out the work or services described in Exhibit A to the Agreement. The Contractor agrees to provide to the Department upon request copies or other proper proof of applicable permits, licenses and/or certifications.

C. The Contractor shall immediately inform the Department if it has received notice of any change in any permit, license or certification that would adversely affect the Contractor’s ability to provide, perform or carry out the Scope of Services under the Agreement.

**12. SUBCONTRACTS**

A. Except for those subcontracts specifically authorized by the Agreement, the Contractor shall not enter into subcontracts for any of the services contemplated under this Agreement without obtaining prior written approval of the Director. The Contractor agrees to accept full responsibility for the quality and quantity of any work performed as part of the Scope of Services by any of its approved subcontractors.

B. The Contractor shall, in any subcontracting authorized or permitted under the Agreement, require all subcontractors to comply with all requirements as set forth in this Agreement, its Exhibits as well as all applicable state and federal requirements governing the provision or performance of the Scope of Services.

C. It is the policy of the County that Minority, Women, and Disadvantaged Business Enterprises (MWDBE) shall have maximum opportunity to participate in the performance of certain subcontracts financed in whole or in part with funds under the Agreement. Pursuant to applicable federal and state laws and requirements as set forth generally in the Contract Specifications Manual(s), which is incorporated by reference in its entirety herein and attached hereto as Exhibit D to the Agreement, the Contractor shall take necessary and reasonable steps to ensure that MWDBEs have the maximum opportunity to compete for and perform subcontracts.

**13. ASSIGNMENT AND DELEGATION**

The Contractor shall have no right or power to assign or delegate any rights or duties pursuant to this Agreement without the prior written permission of the Director. Any assignment or delegation so permitted shall be subject to all the terms, conditions, and other provisions of the Agreement and the Contractor shall remain liable to the County with respect to each and every term, condition and other provision hereof to the same extent that the Contractor would have been obligated if no assignment or delegation had been made.

**14. ABSENCE OF RIGHTS IN THIRD PARTIES**

No provision of the Agreement shall be construed in any manner so as to create any rights in third parties who are not signatories to the Agreement. It shall be interpreted solely to define specific duties and responsibilities between the County and the Contractor, and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

**15. NOTICES**

A. All notices, reports, or documents required to be given or made pursuant to the Agreement shall be in writing and shall be sent by either:

1. United States Mail first class delivery, postage pre-paid; or
2. Electronic mail (e-mail), confirmed by letter sent by United States Mail first class delivery, postage pre-paid;
3. Facsimile (fax) transmission confirmed by letter sent by United States Mail first class delivery, postage pre-paid.

B. All notices, reports or documents required to be given or made under the Agreement shall be sent to the respective parties as follows:

1. As to the County/Department:

Marc Cherna, Director  
Allegheny County Department of Human Services  
One Smithfield Street, Suite 400  
Pittsburgh PA 15222-2225  
Phone: 412-350-5705  
Fax: 412-350-4004  
Email: MCherna@DHS.County.Allegheny.PA.US

or to such other place and person as the County may from time to time designate in writing.

2. As to the Contractor:

At the address listed on Page One of the Agreement or to such other place as the Contractor may from time to time designate in writing.

## 16. **FISCAL RECORDS**

### A. **Record Keeping**

The Contractor agrees to maintain and keep books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Agreement (hereinafter referred to collectively as “the Fiscal Records”), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature claimed to have been incurred by the Contractor pursuant to the provision or performance of the Scope of Services described in Exhibit A to the Agreement. The books and records required under Paragraph A of this Article 16 shall be maintained in accordance with accounting procedures and practices which meet generally-accepted accounting standards and principles.

### B. **Inspection**

1. The Contractor agrees to make available at all reasonable times during the term of the Agreement and for the period described in Paragraph C below any of the Fiscal Records for inspection, audit or reproduction by any authorized representative of the Department or the County, including the County’s Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor, inspector or designee of any Commonwealth agency or department providing funds to the County used to fund, support or pay for the Scope of Services provided under the Agreement and any auditor or inspector of any U.S. Government agency or department providing funds to the County used to fund, support or pay for the Scope of Services provided under the Agreement.

2. If Contractor’s administrative/financial records are located outside of

Allegheny County and/or the contiguous counties, Contractor shall, at the County's discretion:

- Make administrative/financial records and administrative/financial staff available at a location within Allegheny County upon the scheduling of a monitoring visit by the Department; or
- Reimburse the County for costs related to travel, lodging, and meals for the County's monitoring staff to review records at the location of Contractor's administrative/financial records and staff; or
- Have performed at Contractor's expense by an independent party financial reports and monitoring activities of a limited scope developed by the County to assure expenses billed to County are related to services rendered through the Agreement.

C. Retention

1. The Contractor shall preserve and make available its Fiscal Records for a period of four (4) years (5 years for HUD) from the date of final payment under the Agreement, and for such period, if any, as is required by applicable statute, regulation or by any other article of this Agreement or any Exhibit thereto, or by Subsections (a) or (b) below.

a. If the Agreement is completely or partially terminated, the Fiscal Records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final payment.

b. The Contractor shall retain all Fiscal Records which relate to litigation or the settlement of claims arising out of the performance of the Agreement, or costs and expenses of the Agreement as to which exception has been taken by the auditors, until such litigation, claims, or exceptions have been resolved.

2. Except for the records described in Subsection 1(b) above, the Contractor may, in fulfillment of its obligation to retain its Fiscal Records as required by this Paragraph, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Department or the County, with the concurrence of their auditors.

D. Records of Subcontractors

The provisions of this Article 16 shall be applicable to and included in each sub-contract entered into by the Contractor. The term "sub-contract" as used in this Paragraph excludes purchase orders

not exceeding \$1,000 and sub-contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

E. Fiscal Reports

In addition to any other provisions in the Agreement requiring the Contractor to perform and submit an audit, the Contractor agrees to collect statistical data of a fiscal nature and to make fiscal statistical reports at times prescribed by and in such a manner as the County, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

F. Examination of Fiscal Records

The Contractor shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to the Agreement in such detail as will properly reflect all costs of labor, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of the Agreement. The Contractor shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Contractor shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. The Contractor's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of four (4) years (5 years for HUD) following the termination of the Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Contractor's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Contractor, to the County's sole satisfaction, within thirty (30) days after the Contractor receipt of written notice of such deficiencies. Failure of the Contractor to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the County's sole discretion, may result in the County withholding future payments.

**17. PROGRAM RECORDS**

A. Record Keeping

The Contractor agrees to maintain all relevant and necessary books, records, documents and other documentary evidence related to the provision or performance of the Scope of Services (hereinafter referred to as "the Program Records") as shall be directed or required by the Department, by the Commonwealth of Pennsylvania agency or department providing funds to the County used to fund, support or pay for the Scope of Services provided under this Agreement and by any U.S. Government agency or department providing funds to the County used to fund, support or pay for

the Scope of Services provided under this Agreement. This shall include, but not be limited to, the Department's Master Provider Index (hereinafter MPI).

B. Inspection

1. The Contractor agrees to make available at all reasonable times during the term of the Agreement and for the period described in Paragraph C below any of the Program Records for inspection, audit or reproduction by any authorized representative of the Department or the County, including the County's Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor, inspector or designee of any Commonwealth agency or department providing funds to the County used to fund, support or pay for the Scope of Services provided under the Agreement and any auditor, inspector or designee of any U.S. Government agency or department providing funds to the County used to fund, support or pay for the Scope of Services provided under this Agreement.

2. The Contractor further agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff of the Contractor directly or indirectly involved in the provision of services described in the Scope of Services may be conducted at any reasonable time by any authorized representative of the Department or the County, including the County's Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor, inspector or designee of any Commonwealth agency or department providing funds to the County used to fund, support or pay for the Scope of Services provided under the Agreement and any auditor, inspector or designee of any U.S. Government agency or department providing funds to the County used to fund, support or pay for the Scope of Services provided under this Agreement.

C. Retention

1. The Contractor shall preserve and make available its Program Records for a period of four (4) years (5 years for HUD) from the date of final payment under the Agreement, and for such period, if any, as is required by applicable statute, regulation or by any other article of the Agreement or any Exhibit thereto, or by Subsections (a) or (b) below.

a. If the Agreement is completely or partially terminated, the records relating to the Scope of Services terminated shall be preserved and made available for a period of four (4) years (5 years for HUD) from the date of any resulting final payment.

b. The Contractor shall retain all Program Records which relate to litigation or the settlement of claims arising out of the performance of the Agreement, or costs and expenses of the Agreement as to which exception has been taken by the auditors, until such litigation, claims, or exceptions have been resolved.

2. Except for the Program Records described in Subsection 1(b) above, the Contractor may, in fulfillment of its obligation to retain its Program Records as required by this Paragraph, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Department or the County, with the concurrence of their auditors.

D. Records of Subcontractors

The provisions of this Article 17 shall be applicable to and included in each subcontract entered into by the Contractor. The term “sub-contract” as used in this Paragraph excludes purchase orders not exceeding \$1,000 and sub-contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

E. Reporting

1. The Contractor agrees to maintain statistical records relating to the provision or performance of the Scope of Services. These statistical records, which shall include but not necessarily be limited to program narratives and statistical data, shall be prepared at times prescribed by and in such a manner as the County, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

2. The Contractor agrees to submit such progress reports in a manner and form and at such times as the County, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

**18. NO PERSONAL LIABILITY**

No elected official, officer, appointee or employee of the County shall be charged personally or held contractually liable by or to the Contractor under any term or provision of the Agreement or because of any breach hereof or because of his, her or their execution, approval or attempted execution of the Agreement.

**19. HEADINGS**

The headings of the Articles of the Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of the Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction hereof.

**20. SEVERABILITY**

The parties intend and agree that if any article, paragraph, section, subsection, phrase, clause or other provision of the Agreement, or any portion hereof, shall be held to be void or otherwise unenforceable, all other portions of the Agreement shall remain in full force and effect.

**21. DEFAULT**

A. The County may, subject to the provisions of Article 22 entitled “Force Majeure,” and in addition to its other rights under the Agreement, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Article 7 of the Agreement entitled

“Termination”) the whole or any part of the Agreement for any of the following reasons:

1. Failure to begin the Scope of Services within the time or in the manner specified in the Agreement;
2. Failure to perform the Scope of Services work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the terms of the Agreement;
3. Unsatisfactory performance of the Scope of Services;
4. Discontinuance of the Scope of Services without approval;
5. Failure to resume the Scope of Services, which has been discontinued, within a reasonable time after notice to do so;
6. Insolvency or bankruptcy;
7. Assignment made for the benefit of creditors;
8. Failure or refusal within ten (10) days after written notice by the Director or his designee, to make payment to any subcontractor or show cause why payment should not be made, for any services rendered or provided by a subcontractor in connection with the provision or performance of the Scope of Services;
9. Failure to protect, to repair, or to make good any damage or injury to property;
10. Failure to obtain any permit, license or the cancellation or termination of any permit, license or certification necessary or required to perform or carry out the Scope of Services.
11. Breach of any provision of this Agreement.



12. The filing of felony criminal charges against any officer, official, director or key employee of the Contractor.

B. The Contractor may, subject to the provisions of Article 22 entitled “Force Majeure,” and in addition to its other rights under the Agreement, declare the County in default by written notice thereof to the Contractor, and terminate (as provided in Article 7 of the Agreement entitled “Termination”) the whole or any part of this Agreement for any of the following reasons:

1. Failure of the County to make timely payment for any services rendered or provided in connection with the Contractor’s provision or performance of the Scope of Services within thirty (30) days after the County’s receipt of written notice from the Contractor notifying the County of its failure to make such payment.
2. Failure of the County to protect, to repair, or to make good on any damage or injury to property owned by the Contractor;
3. Failure of the County to reasonably cooperate with the Contractor in the performance of the Contractor’s duties and obligations and the exercise of its rights hereunder; and
4. Breach of any material provision of this Agreement by the County.

**22. FORCE MAJEURE**

A. Neither party will incur any liability to the other if its performance of any obligation under the Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party’s control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

B. The Contractor shall notify the County orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

1. Describe fully such cause(s) and its effect on performance,
2. State whether performance under the Agreement is prevented or delayed, and
3. If performance is delayed, state a reasonable estimate of the duration of the delay.

C. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the County may reasonably request. After receipt of such notification, the County may elect either to cancel the Agreement or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

D. In the event of a declared emergency by competent governmental authorities, the County, by notice to the Contractor, may suspend all or a portion of the Agreement.

**23. NON-WAIVER**

A failure by either party to take action with respect to any default or violation by the other party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each such party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

**24. REMEDIES – CUMULATIVE**

All rights and remedies under the Agreement shall be cumulative and shall be in addition to those rights which the parties may have under applicable law, statute, regulation or otherwise.

**23. MERGER; MODIFICATION OR AMENDMENT**

A. The parties intend the Agreement as the final expression of their understanding and as a complete and exclusive statement of its terms. This Agreement supersedes all other prior agreements and understandings both written and oral between the parties with respect to the subject matter thereof.

B. This Agreement may be changed, modified, discharged, or extended only by written change order or amendment duly executed by the parties.

C. The Contractor agrees that no representations or warranties shall be binding upon the County unless expressed in writing hereof or in a duly executed amendment hereof.

**24. APPLICABLE LAW; VENUE**

A. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

B. The parties agree that the state and federal courts sitting in Pittsburgh, Pennsylvania shall have proper and exclusive jurisdiction and venue for any proceedings arising from this Agreement.

**25. BINDING EFFECT**

This Agreement will be binding upon and shall inure to the benefit of the County and the Contractor and their respective authorized successors and assigns, if any.

**26. AUTHORIZATION**

The parties hereto warrant and represent as follows:

- A. The Agreement has been duly authorized and approved by each of their respective officers having the legal authority to exercise the power to contract; and
- B. The respective individuals signing the Agreement have been duly authorized to sign the same on behalf of the respective parties.