

PASS THROUGH CONTRACT AGREEMENT

MADE THIS _____ day of _____, 20___, by and between

_____ (hereinafter "Subgrantee")
_____ (hereinafter "Contractor")

WITNESSETH:

WHEREAS, the Subgrantee has made, or will make, application to the Pennsylvania Commission on Crime and Delinquency (hereinafter "PCCD") for a subgrant of _____ (insert name of funding source) funds (hereinafter "Project"); and

WHEREAS, the Project is described in a subgrant application, a copy of which is attached hereto, and made a part hereof; and

WHEREAS, the Parties are agreeable to the transfer of sufficient funds by the Subgrantee to the Contractor for the implementation by the Contractor of the Project (except for the project evaluation function).

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. The Contractor shall perform all of the Project services described in the subgrant application attached hereto. The Contractor shall commence the performance of its services with all due diligence and dispatch, assiduously press to their complete performance, and exercise the highest degree of professional skill and competence.
2. The Subgrantee shall, as consideration for the rendering of services, pay to the Contractor, out of subgrant funds received to support the Project, a sum not to exceed

Dollars (\$) _____).
3. Payment for services rendered and allowable expenses and costs incurred shall be made by the Subgrantee on the following payment schedule, subject to all applicable Federal/State requirements for the documentation of expenditure of subgrant funds:
4. All subgrant funds delivered by the PCCD to the Subgrantee shall be promptly deposited in an account in its treasury and properly documented. All payments to the Contractor from such funds shall be made by checks drawn by the Subgrantee's Treasurer in favor of the Contractor.
5. The Subgrantee expressly acknowledges its liability to the PCCD for the repayment of any and all unallowable costs paid under the Project.
6. All PCCD standard and special subgrant conditions agreed to by the subgrantee shall be binding upon the Contractor.

7. The Contractor's accounting procedures must properly and accurately document the accurate and timely recording of receipts of funds by source, expenditures, and unexpended balances. The Contractor shall } maintain adequate fiscal controls to insure that charges to Project funds are for allowable costs as provided for in the approved project budget and that documentation is readily available to verify the accuracy of such charges.
8. The Contractor, upon request, shall make available all directly pertinent books and records for inspection and audit by the Subgrantee, the PCCD and the Auditor General of Pennsylvania. The Contractor shall retain in Pennsylvania all books and records directly pertinent to Project expenditures for a period of at least five (5) years after the termination of this agreement.
9. This agreement and the funds to come due hereunder shall not be assigned by the Contractor.
10. Title to all documents prepared by the Contractor in the performance of this agreement shall be vested in the Subgrantee, subject to interests reserved by PCCD.
11. The Contractor shall not, on the grounds of race, color, creed, sex, national origin or handicap, exclude any person from participation in the Project or deny any person the benefits of the Project. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or non job-related handicap and shall take affirmative action to insure that applicants are employed and employees are treated without regard to such characteristics.
12. The Subgrantee reserves the right to terminate this agreement for cause upon thirty (30) days written notice, subject to the Contractor's entitlement to payment for services properly rendered and allowable costs incurred prior to the date of termination.
13. This agreement shall be effective if and when funds to support the Project are awarded to the Subgrantee by the PCCD and shall terminate at the end of the project period specified in the subgrant application attached hereto, subject to any approved extension of such project period and subject to termination for cause pursuant to Paragraph 12 of this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their duly authorized representatives the day and year first above written.

ATTEST: _____

Subgrantee:

By: _____

Title: _____

ATTEST: _____

Contractor:

By: _____

Title: _____