



SEAGO

**SouthEastern Arizona Governments Organization
Area Agency on Aging, Region VI**

SUBAWARD AGREEMENT

BETWEEN

THE SEAGO AREA AGENCY ON AGING ("SEAGO")

AND

THE SERVICE AGENCY (THE "SUBRECIPIENT") SET FORTH BELOW

The Subrecipient is a: Non Profit Corporation, For Profit Corporation or X Public Agency.

WHEREAS, SEAGO is duly authorized to execute and administer Subaward for the provision of direct services under the Area Plan on Aging, and

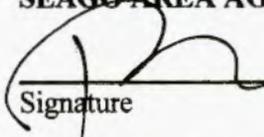
WHEREAS, SEAGO desires that the Subrecipient deliver services and the Subrecipient has agreed to deliver services pursuant to the terms and conditions contained herein, and

WHEREAS, this Subaward Agreement (hereinafter "Subaward") shall consist of the Subaward Agreement General Provisions; the proposal and Service Delivery Plan submitted by the Subrecipient in response to the SEAGO Request for Proposals 2014-2015, and any subsequent amendments thereto; the Proposal Submittal Requirements for each service; the Service Specifications for each service; and any exhibits and/or documents referenced or included in the Solicitation. All of the above documents are hereby incorporated into this Subaward by reference as if fully set forth herein.

NOW THEREFORE, SEAGO and the Subrecipient agree to abide by all the terms and conditions set forth in this Subaward.

FOR AND ON BEHALF OF THE
SEAGO AREA AGENCY ON AGING

FOR AND ON BEHALF OF



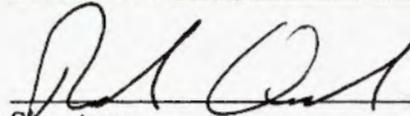
Signature
Randy Heiss, Executive Director

City of Bisbee

Subrecipient
Ronald Oertle, Mayor

6/27/2016

Date



Signature

ANNEX A

PROGRAM ADMINISTRATION SECTION

1.0 Authorized Signatory for Subrecipient:

1.1 City of Bisbee 86-6000235
 Subrecipient Name Federal Employer Identification No.

118 Arizona Street, Bisbee, AZ, 85603 520-432-6000
 Address Phone Number

053445326
 DUNS Number

1.2 Ronald Oertle Mayor
 Name of Authorized Signatory Title

is the signatory to this Subaward on behalf of the Subrecipient and is responsible for the delivery of services during the term of this Subaward.

1.3 In the absence of the principal authorized signatory named above, Jestin Johnson
 Name
City Manager is authorized to sign this Subaward and any amendments thereto on behalf of
 Title
 the Subrecipient.

2.0 Notices:

2.1 The SEAGO AAA shall address all notices relative to this Subaward to the attention of:

Shar Porier , Programs/Grants Administrator
 Name and Title

118 Arizona Street, Bisbee, AZ, 85603 520-432-6000
 Address Phone Number

2.2 The Subrecipient shall address all notices relative to this Subaward to the attention of:

Laura Villa, AAA Program Manager
 Name and Title

SEAGO Area Agency on Aging
 Division/Office

300 Collins Road, Bisbee, AZ 85603 (520) 432-2528
 Address Phone Number

3.0 Subaward Term:

This Subaward shall begin on July 1, 2016 and shall terminate on August 31, 2017 and may be renewed for additional years.

The Period of Performance for this Subaward shall begin on shall begin on July 1, 2016 and shall terminate on June 30, 2017.

4.0 Subaward Purpose:

X A. Older Americans Act:

Program Goal:

To provide the services specified in 5.3 to eligible older persons in accordance with the Older Americans Act of 1965, as amended. The target populations, problems and needs are identified and specified in the Area Agency on Aging Area Plan for services and the Area Plan amendments.

X B. Social Service Block Grants:

Program Goals:

- (1) Achieve or maintain economic self-support to prevent, reduce, or eliminate dependency.
- (2) Achieve or maintain self-sufficiency, including reduction or prevention of dependency.
- (3) Prevent or remedy neglect, abuse, or exploitation of children and adults unable to protect their own interests; or preserve, rehabilitate, or reunite families.
- (4) Prevent or reduce inappropriate institutional care by providing for community-based care or other forms of less intensive care.
- (5) Secure referral or admission for institutional care when other forms of care are not appropriate.

5.0 Subaward Services and Service Delivery:

5.1 Service Specifications:

Each service to be provided under this Subaward shall be delivered in accordance with the requirements indicated in the applicable Service Specifications. Subrecipient shall deliver the number of units of each service identified in Annex B.

SEAGO reserves the right to request further clarification of the service delivery plan at any time.

5.2 Lower Tier Subrecipients:

 A portion of the services to be provided under this Subaward shall be delivered by Lower Tier Subrecipients as identified in Section 5.5 of this Annex. Subrecipient understands and warrants no work shall be performed by a Lower Tier Subrecipient until the Lower Tier Subaward Agreement document has been reviewed by and approved in writing by the authorized Area Agency on Aging representative.

5.3 Subaward Services: (Check all services Subrecipient will deliver.)

- | | | |
|--|--|---|
| <input type="checkbox"/> Case Management | <input type="checkbox"/> Housekeeping | <input type="checkbox"/> Community Nursing |
| <input type="checkbox"/> Congregate Meals | <input type="checkbox"/> Personal Care | <input type="checkbox"/> Caregiver Adaptive Aid |
| <input type="checkbox"/> Home Delivered Meals | <input type="checkbox"/> Caregiver Home Repair | <input type="checkbox"/> Legal Assistance |
| <input checked="" type="checkbox"/> Transportation | <input type="checkbox"/> Home Nursing | <input type="checkbox"/> In-Home Respite |
| <input type="checkbox"/> Caregiver Outreach | <input type="checkbox"/> Caregiver Training | |

5.4 Eligibility Criteria, Intake Procedures, and Case Records:

5.4.1 Eligibility Criteria

Eligibility for each service is specified in SEAGO Service Specifications. Eligibility for in-home services shall be determined by Case Managers authorized by SEAGO. Eligibility is generally restricted to older individuals aged 60 or older, unless Social Services Block Grant funding allows for services to disabled individuals under age 60.

5.4.2 Intake Procedures

- A. Intake for Respite, Home Delivered Meals, Housekeeping, Personal Care, and Home Nursing shall be through the Subrecipient Case Management agency authorized by SEAGO.
- B. Subrecipients providing the services specified in "A" above may only serve clients who have been determined eligible by the Case Management agency.
- C. Case Management agencies shall comply with the intake procedures specified in the SEAGO AAA Program Instructions and the DES/DAAS Policy Manual.
- D. Subrecipients providing Congregate Meals, Legal Assistance, or Transportation services shall complete a SEAGO Application/Registration Form on every individual that is to receive any services and shall submit the original of this form to SEAGO.

5.4.3. Case Records

- A. Subrecipient shall maintain daily service records identifying the clients that receive services, the dates each client received services, and the units of service each client received by date.
- B. Individual client files shall be maintained on persons receiving In-Home Respite, Home Delivered Meals, Housekeeping, Personal Care, and Home Nursing and these files must include documentation of service planning by the Case Management agency.
- C. In-Home Respite, Housekeeping, Personal Care, and Home Nursing providers shall maintain individual client files, which shall include documentation specified in the "Area Agency on Aging Requirements" section of the Service Specifications.
- D. Case Management agencies shall maintain individual client files, which include the documentation specified in the SEAGO Program Instructions.

5.4.4 Project Income and Cost Sharing

The Subrecipient commits to not denying service to any client solely because that client refuses to make a donation.

The Subrecipient shall solicit voluntary donations from clients for services received.

The Subrecipient commits to inform clients of their share of the cost for lifespan respite. Payments made shall be voluntary/and failure to pay shall not be a reason to deny service.

5.5 List of Lower Tier Subrecipients:

The following service(s) to be provided under this Subaward shall be delivered by the Lower Tier Subrecipient(s) listed below:

Service(s)

Lower Tier Subrecipient

FACILITY LOCATION CHART

Services shall be delivered only at the facilities and locations specified below and will be available during hours of operation indicated.

| NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED | SUBAWARD AGREEMENT SERVICE(S) | S U B | DAYS & HOURS OF OPERATION | GEOGRAPHIC COVERAGE |
|--|---|-------------|---|---|
| <p>City of Bisbee Bisbee Bus 118 Arizona St. Bisbee, AZ 85603 520-432-6016 office</p> <p>For Bus Passes City Hall/Public Works 118 Arizona Street Bisbee, AZ 85603 520-432-6002 office</p> <p>Currently subcontractor Address Douglas Rides 425 10th Street Douglas, AZ 85617</p> | <p>Deviated, Flex route, Transit services including transportation service to elderly and disabled riders, and other general public.</p> <p style="text-align: center;">Currently contracted with City Of Douglas/Douglas Rides</p> | S U B | <p>Monday – Friday 6 a.m. to 6:30 p.m.</p> <p style="text-align: center;">Saturday 9:30 a.m. to 4:00 p.m.</p> <p style="text-align: center;">Monday- Thursday 8a.m. to 5 p.m. Public Works Office</p> | <p>Bisbee Area Including Old Bisbee Lowell, Saginaw, Warren, San Jose And Naco, Arizona</p> |

The Subrecipient's Administrative office will not be open on the holidays marked below (*darken box for applicable holiday*):

- | | | | |
|--|--|--|---|
| <input checked="" type="checkbox"/> New Year's Day | <input type="checkbox"/> Good Friday | <input type="checkbox"/> Yom Kippur | (Other Holidays) |
| X Martin Luther King Jr.'s Birthday | <input checked="" type="checkbox"/> Memorial Day | <input checked="" type="checkbox"/> Columbus Day | <input checked="" type="checkbox"/> Admiin. Staff Fridays off |
| Lincoln's Birthday | <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Veteran's Day | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Washington's Birthday | <input checked="" type="checkbox"/> Labor Day | <input checked="" type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> President's Day | <input type="checkbox"/> Rosh Hashanah | <input checked="" type="checkbox"/> Christmas Day | <input type="checkbox"/> _____ |
| <input type="checkbox"/> The holidays indicated above apply only to the administrative office; services are provided 24 hours. | | | |

ANNEX B

COMPENSATION SECTION

1.0 METHOD OF COMPENSATION

The method of compensation governing this subaward shall be:

- Fixed Rate for SEAGO AAA state and federal funds for services identified in 2.1.
- Cost Reimbursement for SEAGO AAA state and federal funds for services identified in 2.2.

2.0 COMPENSATION

Upon timely receipt of required reporting documents, subject to availability of funds, SEAGO shall reimburse the Subrecipient on a monthly basis in accordance with Section 56, Payments of the Subaward Agreement General Provisions for actual, allowable costs incurred in the delivery of services (cost reimbursement), or units of service delivered (fixed rate) during the term of the subaward consistent with the approved Subaward Agreement Operating Budget contained herein.

2.2 Cost Reimbursement

| SEAGO Area Agency on Aging | | |
|---|---------------|-----------|
| Subaward Operating Budget for Period: July 1, 2016 to June 30, 2017 | | |
| Subrecipient: City of Bisbee | | X |
| Subaward #: 110-17 | | 866000235 |
| SERVICE | TSP-HCB | |
| Deliverable Units | 15000.00 | |
| Cost Reimbursement | | |
| Total Cost | \$ 416,666.00 | |
| Funding Breakdown | | |
| ALTCS | \$ - | |
| Project Income | \$ 12,500.00 | |
| Non-Federal In-Kind | \$ - | |
| Non-Federal Cash | \$ 133,333.00 | |
| Other Federal | \$ 245,833.00 | |
| Total Other Funding | \$ 391,666.00 | |
| SEAGO Subaward | \$ 25,000.00 | |

3.0 COMPENSATION REQUIREMENTS

Payment shall be subject to the following limitations and exceptions:

1. Title 45 CFR Part 75, Section 75.305 requires payment be made within 30 days after receipt of payment request.
2. **The Subrecipient shall bill all available third party payors including AHCCCS acute care providers,**

ALTCS, Medicare, or private insurance, before requesting any of the funds identified under 2.0 above. SEAGO AAA shall be the payor of last resort.

3. Payment for services which are case managed shall only be made for units that are within authorization levels and time frames.
4. Failure to comply with reporting requirements specified under Section 4.0 below will result in immediate cessation of disbursement of funds by SEAGO AAA to the Subrecipient until the required reports are received.
5. Subrecipient agrees to adhere to the approved Subaward Agreement Operating Budget, contained in this Annex, within the tolerance levels set forth in Section 4, Amendments of the Subaward Agreement General Provisions.
6. A written amendment signed by both parties shall be required for Cost Reimbursement subawards whenever there is an increase or decrease in any budget category by 10% or greater.
7. During the subaward agreement, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue source as a percentage of total reported revenue.
8. Payments may be limited to a monthly ceiling of 1/12th the service award amount in order to ensure availability of services throughout the subaward agreement.
9. Adjustments or corrections to monthly payment requests must be submitted within 30 days following the termination of this subaward. Subawards will be closed out based on timely submission of these adjustments.

4.0 REPORTING REQUIREMENTS

In accordance with Section 64, Reporting Requirements of the Subaward Agreement General Provisions, the Contractor shall submit to SEAGO AAA the following reports by the dates specified:

- Monthly Service Log by the 3rd working day of month following the month of service on a form provided by SEAGO AAA or in a format approved by SEAGO AAA. This service log shall identify units of service provided by month, by client, by service, and by site.
- Monthly Payment Request for Services Provided by the 15th of the month following the month of service.
- Quarterly Nutrition Education Report by the 15th day of July, October, January, and April of nutrition education sessions that were conducted during the preceding quarter, including sign-in sheets by the participants in those sessions. Use attached sample report or one in the same format (as applicable)
- Monthly programmatic reports by the 15th of the month for any of the following services (as applicable):
 - Family Caregiver Support Program, Caregiver Training
 - Family Caregiver Support Program, Caregiver Outreach
 - Legal Assistance

ANNEX C

SUPPLEMENTAL INFORMATION SECTION

1.0 A U.S. Department of Health and Human Services pass-through to Arizona Department of Economic Security Division of Adult and Aging Services pass-through to SEAGO makes federal funds available from the Older Americans Act Title III and VII and the Social Services Block Grant. The state FY16 federal amount to SEAGO is \$1,689,217.

| | |
|----------------------------|-------------------------------|
| Federal Award Number: | To be provided once available |
| Federal Award Date: | To be provided once available |
| Federal Award Description: | To be provided once available |

1.1 The federal funds available for Subaward through SEAGO (\$1,555,571) are as follows:

| | |
|-----------|--|
| \$308,769 | Special Programs for the Aging, Title III, Part B, Supportive Services and Senior Centers, CFDA 93.044 |
| \$290,397 | Special Programs for the Aging, Title III, Part C1, Nutrition Services, CFDA 93.045 |
| \$211,963 | Special Programs for the Aging, Title III, Part C2, Nutrition Services, CFDA 93.045 |
| \$524,711 | Social Services Block Grant, CFDA 93.667 |
| \$97,661 | Nutrition Services Incentive Program, CFDA 93.053 |
| \$122,069 | National Family Caregiver Support, Title III, Part E, CFDA 93.052 |

1.2 This is not a Research and Development Subaward.

2.0 Indirect Cost Recovery:

The indirect cost rate for the federal award is 0%. The Subrecipient has not requested to recover indirect costs in this Subaward.

The indirect cost rate for the federal award is _____%

**SEAGO AREA AGENCY ON AGING
PAYMENT REQUEST FOR SERVICES PROVIDED UNDER COST REIMBURSEMENT**

| | | | | | | | |
|--|---------|---------|--|--|--|--|--|
| NAME and PROVIDER ID: | | | | REPORT FOR MONTH / YEAR OF: | | | |
| | | | | <input type="checkbox"/> Original <input type="checkbox"/> Revised | | | |
| PREPARED BY: | | | | DATE: | | | |
| | | | | | | | |
| Service | CHS HCB | HDM HCB | | TSP HCB | | | |
| UNITS OF SERVICE | | | | | | | |
| Units Delivered | | | | | | | |
| EXPENDITURES FOR THE MONTH BY LINE ITEM | | | | | | | |
| Personnel | | | | | | | |
| E.R.E. | | | | | | | |
| P. & O. | | | | | | | |
| Travel | | | | | | | |
| Space | | | | | | | |
| Equipment | | | | | | | |
| Materials & Supplies | | | | | | | |
| Operating Services | | | | | | | |
| Indirect Costs | | | | | | | |
| Total Expenditures | - | - | | - | | | |
| REVENUE FOR THE MONTH BY FUND SOURCE | | | | | | | |
| ALTS | | | | | | | |
| Project Income | | | | | | | |
| Non-Federal In-Kind | | | | | | | |
| Non-Federal Cash | | | | | | | |
| Other Federal | | | | | | | |
| Total Non-SEAGO Revenue | \$ - | \$ - | | \$ - | | | |
| SEAGO AAA FUNDS | \$ - | \$ - | | \$ - | | | |

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

NAME: _____
SIGNATURE: _____

TITLE: _____
DATE: _____

**SUBAWARD AGREEMENT GENERAL PROVISIONS
SEAGO AREA AGENCY ON AGING**

1. Subaward agreement Term and Option to Extend
 - a. The term of the subaward agreement shall be effective the date specified in Section 3.0 of Annex A of the subaward agreement and shall remain in effect unless terminated, cancelled or extended as otherwise provided herein.
 - b. The SEAGO Area Agency on Aging has no obligation to extend or renew this subaward agreement, However, this subaward agreement may be extended or renewed for multiple periods or may be established as a multi-year subaward agreement in its entirety or in part at the sole option of SEAGO AAA.
 - c. The SEAGO AAA shall have the unilateral right, upon approval of the Arizona Department of Economic Security, to extend the subaward agreement period for additional one-year periods or portions thereof. The terms and conditions of any such subaward agreement extension shall remain the same as the original subaward agreement. Any extension or renewal must be made prior to the end of the subaward agreement period specified in this subaward agreement.

2. Terms used in the Subaward Agreement General Provisions shall have the following meaning:
 - a. "Annex A" is the annex to this Subaward Agreement which contains a description of the services to be delivered pursuant to this Subaward Agreement.
 - b. "Annex B" is the annex to this Subaward Agreement which contains the approved budget, level of service and any conditions for payment for the delivery of services pursuant to this Subaward Agreement.
 - c. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - d. "Begin Date" means the date the sub-recipient may start to provide services under this subaward agreement. The sub-recipient will not be paid or reimbursed for subaward agreement services provided prior to the Begin Date. Payments or reimbursements shall not be made under this subaward agreement until the effective date of this subaward agreement.
 - e. "Compensation" means that part of this subaward agreement which contains the approved method of payment or reimbursement which may include an individual service budget or rate for the delivery of services pursuant to this subaward agreement. Compensation also means Cost or Price.
 - f. "Days" means calendar days unless otherwise specified.
 - g. "Department" means the Arizona Department of Economic Security (ADES).
 - h. "Effective Date" means the date the Sub-recipient is to start delivering services. The Effective Date is specified in Annex, A, 3.0 Subaward Agreement Term.
 - i. "Eligible Persons" means the persons determined eligible for subaward agreement services in accordance with the criteria set forth herein.
 - j. "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more including all normal and necessary expenses incurred to make the equipment ready for its intended use, (e.g. taxes, freight, installation, assembly and testing charges, etc.) and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g. land, buildings, structures, or facilities improvements).
 - k. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - l. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - m. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- n. "May" indicates something that is not mandatory but permissible.
- o. "Offer" means bid, proposal or quotation.
- p. "Offeror" means an entity who responds to any type of solicitation.
- q. "Procurement Officer" means the SEAGO Chief Executive Officer or his or her designee who is duly authorized to enter into and administer subaward agreements and make written determinations with respect to the subaward agreement.
- r. "Reimbursement Ceiling" means the amount designated in Annex B and is the maximum amount payable by SEAGO-AAA to the sub-recipient under this subaward agreement.
- s. "SEAGO AAA" means the SouthEastern Arizona Governments Organization Area Agency on Aging, which is the designated Area Agency on Aging for Cochise, Graham, Greenlee, and Santa Cruz Counties.
- t. "Scope of Work" means the description of service(s) to be provided pursuant to this subaward agreement. Scope of Work also means "Service" or "Service Specifications".
- u. "Services" means the furnishing of labor, time or effort by a sub-recipient which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- v. "Shall; Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- w. "Should" indicates something recommended but not mandatory. If the Sub-recipient fails to provide recommended information, SEAGO-AAA may, at its sole option, ask the Sub-recipient to provide the information.
- x. "Solicitation" means an invitation for bids, a request for proposals, or a request for quotation.
- y. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- z. "State" means the State of Arizona and the Department or Agency of the State that executes the Subaward Agreement.
- aa. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- bb. "Subaward Agreement" means the combination of the Solicitation, including the Subaward Agreement General Provisions, the Service Specifications or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Subaward Agreement Amendments.
"Subaward Agreement" also means any agreement, express or implied, between the SEAGO AAA and a Sub-recipient, between the Sub-recipient and another party or between a lower tier sub-recipient and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Subaward Agreement.
- cc. "Subaward Agreement Amendment" means a written document signed by the Procurement Officer issued for the purpose of making changes in the Subaward Agreement.
- dd. "Subaward Agreement Expenditures" means expenditures made by the Sub-recipient during the term of this Subaward Agreement and pursuant to the approved budget for Subaward Agreement Services set forth in Annex B.
- ee. "Subaward Agreement Services" means the services to be delivered by the Sub-recipient which are so designated in Annex A. Services will be provided in a manner to ensure they are delivered throughout the entire subaward agreement period.
- ff. "Sub-recipient" means any person who has a subaward agreement with SEAGO-AAA.
- gg. "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

3. Advertising, Publishing and Promotion of Subaward Agreement the sub-recipient shall not use, advertise, promote or publish information for commercial benefit concerning this subaward agreement without the prior written approval of the procurement officer. The sub-recipient shall provide to SEAGO-AAA for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this subaward agreement, a minimum of fifteen (15) calendar days prior to public release.

All reports and publications whether written, visual or verbal, shall contain the following statement: "This program was funded through a subaward agreement with the SEAGO-AAA utilizing funding from the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the SEAGO-AAA or the Arizona Department of Economic Security.

4. Amendments This subaward agreement is issued under the authority of the Procurement Officer who signed this subaward agreement. The Subaward Agreement may be modified only through a Subaward Agreement Amendment within the scope of the Subaward Agreement. Changes to the Subaward Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Sub-recipient are violations of the subaward agreement and of applicable law. Such changes including unauthorized written Subaward Agreement Amendments shall be void and without effect and the Sub-recipient shall not be entitled to any claim under this Subaward Agreement based on those changes. Any change to this subaward agreement except non-material changes requires a written subaward agreement amendment.
 - a. A written amendment to this subaward agreement shall be required whenever there is a material change in the content to include, but not limited to the following:
 - 1) Reimbursement Ceiling;
 - 2) Subaward Agreement term if extended and/or reduced without terminating the subaward agreement;
 - 3) Service delivery plan, scope of work, or level of service to be provided;
 - 4) Rate paid per unit of service or deliverable;
 - 5) Ownership or legal entity responsible for the subaward agreement;
 - 6) Personnel of the sub-recipient when the individual is indicated by name or qualifications in the subaward agreement;
 - 7) For any other change in the terms and conditions of the subaward agreement which SEAGO-AAA deems substantial; or,
 - 8) Except where subaward agreement special terms and conditions provide otherwise, in cost reimbursement subaward agreements, whenever there is an increase or decrease in any budget category by an amount equal to or greater than 10 percent.
 - b. The sub-recipient shall give written notice to SEAGO-AAA of any non-material change, such as but not limited to the following:
 - 1) Change of address;
 - 2) Change of telephone number;
 - 3) Change of Subaward Agreement Authorized Signatory or his/her designee;
 - 4) Changes in the name and/or address of the person to whom notices are to be sent;
 - 5) Changes in subaward agreement-related personnel positions of the sub-recipient which do not affect staffing ratios or staff qualifications or specific individuals required under this subaward agreement;
 - 6) Change in the name of the sub-recipient, where the ownership or responsible entity remains the same; or,
 - 7) In a cost reimbursement subaward agreement, a written amendment shall not be necessary to shift costs among budget categories if the amount is less than 10 percent. The Sub-recipient shall give written notice to the SEAGO-AAA that includes justification for the changes and receive written approval from SEAGO-AAA. Any such increase must be offset by an equal value decrease in any budget category or categories.

- c. Where a change does not fall in any of the categories listed in paragraph b, the sub-recipient must obtain approval from the procurement officer prior to effecting the change.

5. Applicable Law

- a. Arizona Law the Arizona law applies to this subaward agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes ("A.R.S.") Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code ("A.A.C.") Title 2 Chapter 7.
- b. Implied Subaward Agreement Terms Each provision of law and any terms required by law to be in this subaward agreement are a part of this subaward agreement as if fully stated in it.
- c. Subaward Agreement Order of Precedence In the event of a conflict in the provisions of the Subaward Agreement, as accepted by SEAGO-AAA and as they may be amended, the following shall prevail in the order set forth below:
 - 1) Annex A and B;
 - 2) Subaward Agreement General Provisions;
 - 3) Proposal Submittal Requirements for each service;
 - 4) Service Specifications;
 - 5) Exhibits; and
 - 6) Documents referenced or included in the Solicitation.
- d. Federal Legislation The Older Americans Act of 1965, as amended, PL 100-75; and the Code of Federal Regulations, Title 45, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

For Social Services Block Grant (SSBG) services the Sub-recipient shall comply with the laws, rules, regulations and standards contained within 42 U.S.C. 1397 and 42 U.S.C. 1397 a, d, and e; Title 45 Code of Federal Regulations, Parts 75 and 96; and the Arizona Title XX Social Services State Plan.

For Older Americans Act services the Sub-recipient shall comply with laws, rules, regulations and standards contained in or promulgated under Title III of the Older Americans Act, as amended; 42 U.S.C. 3001 through 42 U.S.C. 3058ee(b); Title 45 Code of Federal Regulations, Part 75; Title 45 Code of Federal Regulations, Parts 1321 AND 1326. In accordance with Title 45 Code of Federal Regulations, Part 1321.5, the State agency shall afford the Sub-recipient an opportunity for a hearing when required by the provisions of this part.

- e. Compliance with Applicable Laws the Sub-recipient shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 as may be amended relating to new hire reporting, A.R.S. §23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. §25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

The materials and services supplied under this subaward agreement shall comply with all applicable federal, state and local laws, and the sub-recipient shall maintain all applicable licenses and permits. Any changes in the governing laws, rules and regulations during the term of this subaward agreement shall apply but do not require an amendment to this subaward agreement.

The Sub-recipient shall comply with the provisions of A.R.S. Sections §46-251 through §46-253, Supplemental Payments Programs.

In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application, subaward agreements; limitation), as applicable, all recipients of

subaward agreement services shall have all of the same specified rights as they would have if enrolled in a service program operate directly by the State.

The laws and regulations of the state shall govern the rights of the parties, the performance of this subaward agreement and any disputes there under. Any action relating to this subaward agreement shall be brought in Arizona court.

The sub-recipient shall comply with the requirements related to reporting to a peace officer or child protective services incidents or crimes against children as specified in A.R.S. §13-3620 as may be amended.

The sub-recipient shall comply with Public Law 101-121, Section 319 (31 USC 1352) as may be amended, 29 CFR Part 93 as may be amended which prohibits the use of federal funds for lobbying and which stipulates, in part: Except with the express authorization of Congress, the sub-recipient, its employees or agents, shall not utilize any federal funds under the terms of this subaward agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted to other federal law.

Nothing in this subaward agreement shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

The Sub-recipient shall comply with P.L. 105-285, Section 678(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

The Sub-recipient shall comply with P.L. 105-285, Section 678(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate or contending faction or group, in an election for public or party office, any activity to provide transportation to the polls or similar assistance in connection with and such election, and voter registration activity.

6. Applicable Taxes

- a. Applicable Taxes SEAGO-AAA will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Subaward Agreement.
- b. State and Local Transaction Privilege Taxes the State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- c. Tax Indemnification Sub-recipient and all lower tier sub-recipients shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Sub-recipient. Sub-recipient shall, and require all lower tier sub-recipients to hold SEAGO-AAA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- d. IRS Form W9 In order to receive payment, sub-recipient must have a current I.R.S. Form W9 on file with the State of Arizona, unless not required by law.

7. Arbitration The parties to this Subaward Agreement agree to resolve all disputes arising out of or relating to this subaward agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).
8. Assignment and Delegation The sub-recipient shall not assign any right nor delegate any duty under this subaward agreement without the prior written approval of the procurement officer. SEAGO-AAA shall not unreasonably withhold approval.
9. Audit
 - a. In accordance with A.R.S. § 35-214, the Sub-recipient shall retain and shall contractually require each lower tier sub-recipient to retain all data, books, and other records ("records") relating to this Subaward Agreement for a period of five years after the completion of the Subaward Agreement.
 - b. At any time during the term of this subaward agreement, and at any time within five (5) years after termination of this subaward agreement the sub-recipient's or any lower tier sub-recipient's books and records shall be subject to audit by SEAGO-AAA and, where applicable, the State or Federal Government, to the extent that the books and records relate to the performance of the subaward agreement or lower tier subaward agreement.
 - c. In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as may be amended, sub-recipients designated as sub-recipients, as described in the Office of Management and Budget (OMB) 2 CFR 200 Subpart F, expending Federal funds from all sources totaling \$750,000 or more shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB 2 CFR Part 200 Subpart F (2 CFR 200) as may be amended. As outlined in 2 CFR 200 the audit Reporting Package shall include: Financial statements and a Schedule of Expenditures of Federal Awards (SEFA); Summary schedule of prior audit findings; Auditor's Reports (detailed in the 2 CFR 200); Corrective Action Plan.

SEAGO-AAA's subaward agreement numbers and subaward amounts must be included on the Schedule of Federal Financial Assistance. The data collection form and reporting package must be submitted to the Federal Audit Clearinghouse (FAC) within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the audited period.
 - d. As prescribed in OMB 2CFR 200, for profit sub-recipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit sub-recipients may include pre-award audits, SEAGO-AAA monitoring during the subaward agreement, and post-award audits.
 - e. All sub-recipients are subject to the programmatic and fiscal monitoring requirements of SEAGO-AAA to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act
 - f. The financial audit requirements in paragraphs B and C do not pertain to subaward agreement holders who are individuals. However, such subaward agreement holders do remain subject to the programmatic and fiscal monitoring requirements of each SEAGO-AAA program.
 - g. Audits of non-profit corporations receiving Federal or State monies required pursuant to federal or state laws, rules or regulations must be conducted as provided in 31 U.S.C. 7501 et seq. and A.R.S. §35-181.03 as may be amended, and any other applicable statutes, rules, regulations and standards.
10. Authority This subaward agreement is issued under the authority of the SEAGO-AAA Chief Executive Officer who signed this subaward agreement. Changes to the subaward agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized SEAGO-AAA employee or made unilaterally by the sub-recipient are violations of the subaward agreement and of applicable law. Such changes, including unauthorized

written subaward agreement amendments, shall be void and without effect, and the sub-recipient shall not be entitled to any claim under this subaward agreement based on those changes.

11. Availability of Funds for the Next Fiscal Year Funds may not presently be available for performance under this subaward agreement beyond the current fiscal year. No legal liability on the part of SEAGO-AAA for any payment may arise under this subaward agreement beyond the current fiscal year until funds are made available for performance of this subaward agreement.
12. Availability of Funds for Current Fiscal Year SEAGO-AAA may reduce or terminate this subaward agreement without further recourse, obligation or penalty in the event insufficient funds are appropriated. The SEAGO-AAA-AAA director shall have the sole and unfettered discretion in determining the availability of funds. SEAGO-AAA and the sub-recipient may mutually agree to reduce reimbursement to the Sub-recipient when the payment type is cost reimbursement by executing a subaward agreement amendment. Should the State Legislature enter back into session and reduce the appropriations or for any reason these goods and services are not funded, SEAGO AAA may take any of the following actions without further recourse, obligation or penalty:
 - a. Reduce payments or units authorized;
 - b. Accept a decrease in compensation offered by the sub-recipient;
 - c. Cancel the Subaward Agreement; or
 - d. Cancel the Subaward Agreement and re-solicit the requirements.
13. Background Checks for Employment through the Central Registry
 - a. If providing direct services to children or vulnerable adults, the following shall apply: The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Subaward Agreement.
 - b. The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 1) Any person who applies for a subaward agreement with this State and that person's employees;
 - 2) All employees of a sub-recipient;
 - 3) A lower tier sub-recipient of a sub-recipient and the lower tier sub-recipient's employees; and
 - 4) Prospective employees of the sub-recipient or lower tier sub-recipient at the request of the prospective employer.
 - c. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
 - d. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a subaward agreement, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - e. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
 - f. A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
 - 1) The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 2) The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct

- c. Voluntary Contributions: Income generated as a result of clients voluntarily contributing toward the cost of the services received.
18. Code of Conduct The Sub-recipient shall avoid any action that might create or result in the appearance of:
- a. Inappropriate use of divulging of information gathered or discovered pursuant to the performance of its duties under the subaward agreement;
 - b. Acted on behalf of the State or SEAGO-AAA without appropriate authorization;
 - c. Provided favorable or unfavorable treatment to anyone;
 - d. Made a decision on behalf of the State or SEAGO-AAA that exceeded its authority, could result in partiality, or have a political consequence for the State or SEAGO-AAA;
 - e. Misrepresent or otherwise impeded the efficiency, authority, actions, policies or adversely affect the confidence of the public or integrity of the State or SEAGO-AAA; or,
 - f. Loss of impartiality when advising the State or SEAGO-AAA.
19. Competitive Bidding Sub-recipient is authorized to purchase the supplies and equipment itemized in the Compensation section of the subaward agreement for utilization in the delivery of subaward agreement services. Sub-recipient shall procure all such supplies and equipment in accordance with the procurement standards in 2 CFR §200.317 through §200.326.
20. Confidentiality Sub-recipient shall observe and abide by all applicable state and federal statutes, rules and regulations regarding use or disclosure of information, including but not limited to information concerning applicants for and recipients of subaward agreement services. The sub-recipient shall release information to SEAGO-AAA, the Department, the Arizona Attorney General's office, the Inspector General and the Comptroller General of the United States as required by the terms of this subaward agreement, by law or upon request. The sub-recipient shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Sub-recipient as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.
21. Conflict of Interest Pursuant to 2 CFR Part 200 et. seq., sub-recipient must disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity.
22. Continuation of Performance through Termination the Sub-recipient shall continue to perform, in accordance with the requirements of the Subaward Agreement, up to date of termination, as directed in the termination notice.
23. Cooperation SEAGO-AAA may undertake or award other subaward agreements for additional work related to the work performed by the sub-recipient, and the sub-recipient shall fully cooperate with such other sub-recipients and carefully fit its own work to such other sub-recipients' work. The sub-recipient shall not commit or permit any act which will interfere with the performance of work by any other sub-recipient. The sub-recipient shall cooperate as SEAGO-AAA deems necessary, with the transfer of work, services, case records and files performed or prepared by the sub-recipient to other sub-recipient(s).
24. Cooperation with Investigation All sub-recipients, providers, vendors and volunteers are to cooperate fully and truthfully with any investigation by SEAGO AAA or ADES, including but not limited to an investigation by ADES Division of Internal Affairs. Failure to adhere to this policy may result in SEAGO AAA taking whatever actions it deems appropriate, from the removal of the subject or witness from working with SEAGO AAA clients to terminating the subaward agreement with SEAGO AAA.

25. Effective Date The effective date of this subaward agreement shall be the date the SEAGO-AAA Chief Executive Officer signs the offer and acceptance form or other official subaward agreement form, unless another date is specifically stated in the subaward agreement.
26. Equipment If the sub-recipient is authorized to purchase equipment, it shall be itemized in the Compensation section for utilization in the delivery of subaward agreement services. If equipment purchase is authorized the sub-recipient shall maintain complete and up-to-date inventory records for all equipment purchased hereunder.

Equipment specifically designated with this subaward agreement to be purchased in whole or part with SEAGO-AAA funds, shall be reported in accordance with SEAGO-AAA inventory policies and procedures. The sub-recipient shall report equipment purchased with subaward agreement funds to SEAGO-AAA within thirty (30) days of purchase and perform an annual inventory of all equipment purchased with SEAGO-AAA funds and submit the equipment inventory to SEAGO-AAA.

SEAGO-AAA shall retain an equitable interest, equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this or a predecessor subaward agreement. SEAGO-AAA shall be included as a co-insured on any insurance policy that covers equipment purchased under this or a predecessor subaward agreement.

The sub-recipient shall not dispose of any equipment purchased under this or a predecessor subaward agreement without the prior written consent of SEAGO-AAA during and after the subaward agreement term. Such consent, if given, may include direction as to means of disposition and utilization of proceeds including any necessary adjustments to the subaward agreement.

Upon termination of this subaward agreement, any equipment purchased under this or a predecessor subaward agreement shall be disposed of as directed by SEAGO-AAA and if sold SEAGO-AAA shall be compensated in the amount of its equitable interest. Under a fixed rate subaward agreement, this section does not apply unless specifically required by federal or state law.

27. Evaluation SEAGO-AAA will be entitled to evaluate, and the sub-recipient shall cooperate in the evaluation of, subaward agreement services. Evaluation may assess the quality and impact of subaward agreement services, either in isolation or in comparison with other similar services, and will assess the sub-recipient's progress and/or success in achieving the goals, objectives and deliverables set forth in this subaward agreement. As requested by SEAGO-AAA, the Sub-recipient shall participate in third party evaluation relative to subaward agreement impact in support of SEAGO-AAA goals.
28. E-Verify Requirements The Sub-recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214 subsection A, as may be amended. (This subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the subaward agreement and the Sub-recipient may be subject to penalties up to and including termination of the subaward agreement.

Failure to comply with a State audit process to randomly verify the employment records of sub-recipients and lower tier sub-recipients shall be deemed a material breach of the subaward agreement and the Sub-recipient may be subject to penalties up to and including termination of the subaward agreement.

The SEAGO-AAA retains the legal right to inspect the papers of any employee who works on the subaward agreement to ensure that the Sub-recipient or lower tier sub-recipient is complying with the warranty.

29. Fair Hearings and Service Recipient's Grievances The sub-recipient shall advise all applicants for and recipients of subaward agreement services of their right, at any time and for any reason, to present to the sub-recipient and to SEAGO-AAA any grievances arising from the delivery of subaward agreement services, including but not limited to ineligibility determination, service reduction, suspension or termination, or quality of service. SEAGO-AAA may establish its jurisdiction in the grievance or refer the matter to the appropriate authority.

The sub-recipient, whenever authorized by law, shall maintain a formal system acceptable to and approved by SEAGO-AAA for reviewing and adjudicating grievances by service recipients or lower tier sub-recipients arising from this subaward agreement.

30. Federal Immigration and Nationality Act by entering into the Subaward Agreement, the Sub-recipient warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-recipient shall obtain statements from its lower tier sub-recipients certifying compliance and shall furnish the statements to the Procurement Officer upon request.

These warranties shall remain in effect through the term of the Subaward Agreement. The Sub-recipient and its lower tier sub-recipients shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Subaward Agreement. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-recipient or lower tier sub-recipient performing work under the Subaward Agreement. Should the State suspect or find the Sub-recipient or any of its lower tier sub-recipients are not in compliance, the SEAGO-AAA/State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Subaward Agreement for default, and suspension and/or debarment of the Sub-recipient. All costs necessary to verify compliance are the responsibility of the Sub-recipient.

31. Fingerprinting The provisions of A.R.S. 46-141 (as may be amended are hereby incorporated in their entirety as provisions of this subaward agreement. For reference, these provisions include, but are not limited to, the following:
- a. Sub-recipient shall comply with, and shall ensure all Sub-recipient's employees, independent sub-recipients, lower tier sub-recipients, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to subaward agreement performance.
 - b. Personnel who are employed by the sub-recipient, whether paid or not, and who are required or allowed to provide services to juvenile or vulnerable adults shall submit a full set of fingerprints to the Department of Public Safety for the purpose of obtaining a state and federal criminal records check pursuant to A.R.S § 41-1750 and Public Law 92-544 or shall apply for fingerprinting clearance card within seven working days of employment Personnel who are employed by the Sub-recipient whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in A.R.S. §41-1758.07. Personnel include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.
 - c. The Sub-recipient shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel.
 - d. Except as provided in A.R.S §46-141, this subaward agreement may be cancelled or terminated immediately if a person employed by the Sub-recipient and who has contact with juveniles certifies

pursuant to the provisions of A.R.S §46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

- e. Personnel who are employed by any Sub-recipient whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have every been convicted of any of the offenses described in A.R.S §46-141 (as may be amended).
- f. Personnel who are employed by an Sub-recipient, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have every committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- g. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state no personnel who are employed or who will be employed during the subaward agreement term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. §46-141 (H) (as may be amended).

32. Fixed Individual Service Rate or Budget Certification Sub-recipient certifies that the subaward agreement Rate(s) or Individual Service Budget(s) set forth in this subaward agreement was prepared in accordance with applicable SEAGO-AAA guidelines and procedures. The sub-recipient further certified that:

- a. The information which was provided to SEAGO-AAA by the sub-recipient for use as a basis in approving the individual service budget or rate is accurate and in accordance with the "Unallowable Costs" section of these terms and conditions;
- b. Similar types of costs were accorded consistent accounting treatment in the development of the compensation section; and
- c. No costs are included as both direct and indirect costs. The sub-recipient agrees that the funds received under this subaward agreement will be expended to achieve the purposes of this subaward agreement and to meet costs defined as eligible and allowable in applicable federal or state laws, rules, regulations and guidelines. Any costs deemed unallowable as determined by a financial audit or monitoring shall be subject to recoupment pursuant to paragraph 51. The sub-recipient shall be entitled to appeal such determination through SEAGO-AAA's appeal process.

33. Force Majeure

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Subaward Agreement if and to the extent that such party's performance of this Subaward Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence.
- b. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- c. Force Majeure shall not include the following occurrences:
 - 1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 2) Late performance by a lower tier sub-recipient unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 3) Inability of either the Sub-recipient or any lower tier sub-recipient to acquire or maintain any required insurance, bonds, licenses or permits.

- d. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by subaward agreement amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Subaward Agreement.
 - e. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
34. General Indemnification The sub-recipient shall define, indemnify and hold harmless both SEAGO-AAA and the state from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this subaward agreement by the sub-recipient, its agents, employees, and lower tier sub-recipients or anyone for whom the sub-recipient may be responsible. The obligations, indemnities and liabilities assumed by the sub-recipient under this paragraph shall not extend to any liability caused by the negligence of SEAGO-AAA or its employees. The sub-recipient's liability shall not be limited by any provisions or limits of insurance set forth in this subaward agreement. SEAGO-AAA shall reasonably notify the sub-recipient of any claim for which it may be liable under this paragraph.
35. General Understanding In order for SEAGO-AAA to accomplish a comprehensive and coordinated service response system, some services must be provided through a joint venture between SEAGO-AAA and the sub-recipient. SEAGO-AAA recognizes the sub-recipient's role as both integral and significant to the delivery of services and understands the importance of a true partnership between itself and the sub-recipient. To this end, SEAGO-AAA recognizes the autonomy of the sub-recipient and will try to avoid unnecessary demands on the operations and business practices of the sub-recipient.
36. Gratuities The procurement officer may, by written notice to the sub-recipient, immediately terminate this subaward agreement if SEAGO-AAA determines employment or a gratuity was offered or made by the sub-recipient or a representative of the sub-recipient to any officer or employee of SEAGO-AAA for the purpose of influencing the outcome of the procurement or securing the subaward agreement, an amendment to the subaward agreement, or favorable treatment concerning the subaward agreement, including the making of any determination or decision about subaward agreement performance. SEAGO-AAA, in addition, to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the sub-recipient. Sub-recipient personnel shall not accept gratuities or "tips" for provision of service.
37. Identification of Funding All advertisement, publications and printed materials which are produced by the sub-recipient and refer to subaward agreement services shall state that such services are funded under subaward agreement with SEAGO-AAA as part of the Older Americans Act Program.
38. Inclusive Sub-recipient is encouraged to make every effort to utilize lower tier sub-recipients, when specified in the subaward agreement, that are small, women-owned and/or minority owned business enterprises. This could include lower tier sub-recipients for a percentage of the administrative or direct service being proposed. Sub-recipient who is committing a portion of its work to such lower tier sub-recipients shall do so by identifying the type of service and work to be performed by providing detail concerning the Sub-recipient's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are sub-awarded and percentage of subaward

agreement utilization and how this effort will be administered and managed, including reporting requirements.

39. Indemnification - Patent and Copyright The sub-recipient shall indemnify and hold harmless both SEAGO-AAA and the state against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of subaward agreement performance or use by SEAGO-AAA or the state of materials furnished or work performed under this subaward agreement. SEAGO-AAA shall reasonably notify the sub-recipient of any claim for which it may be liable under this paragraph. If the sub-recipient is insured pursuant to A.R.S. §41-621 and §35-154, this section shall not apply.

40. Indemnification and Insurance

- a. Indemnification Clause: The parties to this subaward agreement agree that the State of Arizona and the Department of Economic Security (DES) and SEAGO-AAA shall be indemnified and held harmless by Sub-recipient for the vicarious liability of the State and/or the Department or SEAGO-AAA as a result of entering into this subaward agreement. However, the parties further agree that the State of Arizona, the Department and SEAGO-AAA shall each be responsible for its own negligence. Each party to this subaward agreement is responsible for its own negligence.
- b. Insurance Requirements: Sub-recipient and lower tier sub-recipients shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Subaward Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Sub-recipient, his agents, representatives, employees or lower tier sub-recipients.

The insurance requirements herein are minimum requirements for this Subaward Agreement and in no way limit the indemnity covenants contained in this Subaward Agreement. The State of Arizona and the Department in no way warrant that the minimum limits contained herein are sufficient to protect the Sub-recipient from liabilities that might arise out of the performance of the work under this subaward agreement by the Sub-recipient, its agents, representatives, employees or lower tier sub-recipients, and Sub-recipient is free to purchase additional insurance.

- c. Minimum Scope and Limits of Insurance: Sub-recipient shall provide coverage with limits of liability not less than those stated below:

1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a) The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b) The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, the Department of Economic Security and SEAGO-AAA shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*
- c) Policy shall contain a waiver of subrogation against the State of Arizona/ SEAGO-AAA its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Sub-recipient.

- d) This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Subaward Agreement.

| | |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

- a) The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, Department of Economic Security and SEAGO-AAA shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the contractor"*.
- b) Policy shall contain a waiver of subrogation against the State of Arizona and SEAGO-AAA, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees for losses arising from work performed by or on behalf of the Sub-recipient.
- c) This paragraph, Business Automobile Liability, shall not be applicable in the event Sub-recipient (or its lower tier sub-recipients) does not utilize a vehicle in any manner in the performance of this Subaward Agreement or if the utilization is used only for commuting purposes. In the event Sub-recipient (or its lower tier sub-recipients) subsequently utilizes the vehicle in the performance of the Subaward Agreement or utilizes it for other than commuting purposes, this paragraph, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

3) Worker's Compensation and Employers' Liability

| | |
|-------------------------|-------------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$ 500,000 |
| Disease – Each Employee | \$ 500,000 |
| Disease – Policy Limit | \$1,000,000 |

- a) Policy shall contain a waiver of subrogation against the State of Arizona/SEAGO-AAA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Sub-recipient.
- b) This requirement shall not apply to: Separately, EACH sub-recipient or lower tier sub-recipient exempt under A.R.S. 23-901, AND when such sub-recipient or lower tier sub-recipient executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4) Professional Liability (Errors and Omissions Liability)

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a) In the event that the professional liability insurance required by this Subaward Agreement is written on a claims-made basis, Sub-recipient warrants that any retroactive date under the policy shall precede the effective date of this Subaward Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Subaward Agreement is completed.

this Subaward Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Department and SEAGO-AAA before work commences. Each insurance policy required by this Subaward Agreement must be in effect at or prior to commencement of work under this Subaward Agreement and remain in effect for the duration of the subaward agreement. Failure to maintain the insurance policies as required by this Subaward Agreement, or to provide evidence of renewal, is a material breach of this subaward agreement.

All certificates required by this Subaward Agreement shall be sent directly to SEAGO-AAA, 300 Collins Road, Bisbee, AZ 85603 unless the Subaward Agreement specifies otherwise. SEAGO-AAA's subaward agreement number and description shall be noted on the certificate of insurance. SEAGO-AAA/State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Subaward Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- h. Lower Tier Sub-recipients: Sub-recipients' certificate(s) shall include all lower tier sub-recipients as insureds under its policies or Sub-recipient shall furnish to SEAGO-AAA/State of Arizona separate certificates and endorsements for each lower tier sub-recipient. All coverages for lower tier sub-recipients shall be subject to the minimum requirements identified above.
- i. Approval: Any modification or variation from the insurance requirements in this Subaward Agreement shall be made by the Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Subaward Agreement amendment, but may be made by administrative action.
- j. Exceptions: In the event the Sub-recipient or lower tier sub-recipient(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the sub-recipient or lower tier sub-recipient(s) is/are a State of Arizona agency, board, commission, or university none of the above shall apply.

In the event Sub-recipient determines it may not be able to comply fully with the insurance requirements set forth above, the Sub-recipient may request the insurance requirements be modified, provided such request be delivered in writing to SEAGO-AAA at least ten days prior to the solicitation due date or, if not a solicitation, prior to subaward agreement execution. Sub-recipient shall include with such request Sub-recipient's justification for the modification with supporting documentation. The Arizona Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Arizona Department of Administration, Risk Management Section decides to grant permission, the Department Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Sub-recipients for whom modifications have not been approved. If a Sub-recipient's request has not been approved or a Sub-recipient fails to deliver its request prior to the applicable deadline, then the Sub-recipient shall be required to comply fully with the insurance requirements set forth in section 40.

41. Inspection and Testing The Sub-recipient agrees to permit access to its facilities, lower tier sub-recipient facilities and the Sub-recipient's processes or services at reasonable times for inspection of the facilities or materials covered under this Subaward Agreement. SEAGO-AAA shall also have the right to test at its own cost the materials to be supplied under this Subaward Agreement. Neither inspection at the Sub-

recipient's facilities nor materials testing shall constitute final acceptance of the materials or services. If SEAGO-AAA determines non-compliance of the materials, the Sub-recipient shall be responsible for the payment of all costs incurred by SEAGO-AAA for testing and inspection.

42. IT508 Compliance Unless specifically authorized in the Subaward Agreement, any electronic or information technology offered to the State of Arizona under this subaward agreement shall comply with A.R.S. §41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
43. Levels of Service
- a. If the sub-recipient determines service recipient eligibility, the sub-recipient shall maintain and regulate the units or services set forth in this subaward agreement to ensure continuity and availability of services to eligible persons during the term of this subaward agreement and during any transition to a subsequent sub-recipient.
 - b. SEAGO-AAA makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this subaward agreement is for the sole convenience of SEAGO-AAA and SEAGO-AAA reserves the right to obtain like goods or services from other sources when such need is determined necessary by SEAGO-AAA.
 - c. Subaward agreement services may be moved or expanded to other site locations within the geographic area awarded only by a written subaward agreement amendment.
 - d. SEAGO-AAA makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and SEAGO-AAA may decrease and/or increase them by providing written notice to the sub-recipient.
 - e. When the method of compensation for the service is cost reimbursement, the subaward agreement may be amended to increase and/or decrease services by adjusting the subaward agreement itemized service budget.
44. Limited English Proficiency the Sub-recipient shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the Department's Policy, Limited English Proficiency, DES 1-01-34.
45. Lower Tier Subaward Agreements The sub-recipient shall not enter into any lower tier subaward agreement under this subaward agreement for the performance of this subaward agreement without the advance written approval of the procurement officer. The lower tier subaward agreement shall incorporate by reference the terms and conditions of this subaward agreement. The sub-recipient shall provide copies of subcontracts to SEAGO-AAA upon request. The Sub-recipient shall clearly list any proposed lower tier sub-recipients and the lower tier sub-recipient's proposed responsibilities. Prior to adding a lower tier sub-recipient to the subaward agreement, the Sub-recipient shall submit a formal, written request to SEAGO AAA. The request shall:
- a. Be on the sub-recipient's company letterhead;
 - b. Be signed by an authorized representative of the Sub-recipient; and
 - c. Contain the following information:
 - 1) The lower tier sub-recipient's name, address, phone number, e-mail and primary point of contact;
 - 2) The certifications required of the lower tier sub-recipient (if any);
 - 3) The lower tier sub-recipient's small business status (if applicable);
 - 4) The type of goods and/or services to be provided by the lower tier sub-recipient;

- 5) The amount of time or effort (as a percent of total subaward agreement performance) the lower tier sub-recipient will perform in relation to total performance of the subaward agreement's requirements; and
- 6) A description of the quality assurance measures the Sub-recipient shall use to monitor the lower tier sub-recipient's performance.

The SEAGO AAA reserves the right to request additional information deemed necessary about any proposed lower tier sub-recipient. The Sub-recipient shall provide copies of each lower tier subaward agreement with a lower tier sub-recipient relating to the provision of subaward agreement services to the SEAGO AAA within five (5) calendar days of the request.

46. Monitoring SEAGO-AAA will be entitled to monitor the sub-recipient or lower tier sub-recipient and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
47. Non-Discrimination The sub-recipient shall comply with Arizona Executive Order No. 99-4 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act. The sub-recipient shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

Sub-recipient shall comply with Title VII of the Civil Rights of 1964 as amended, the Age Discrimination in Employment Act. The sub-recipient shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.

The sub-recipient shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended. The sub-recipient shall also comply with Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), Section 503 of the Rehabilitation Act of 1973, as amended and implementing regulations 41 CFR Part 60.

The sub-recipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in subaward agreement services on the basis of race, color, or national origin. The sub-recipient shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering subaward agreement services; and with Title II of the Americans With Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of subaward agreement programs, services and activities. The sub-recipient shall comply with SEAGO-AAA's policy regarding Equal Employment Opportunity and Affirmative Action. If sub-recipient is an Indian Tribal government, sub-recipient shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal sub-recipient to engage in Indian preference in hiring.

The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of subaward agreement services: "under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 (insert Sub-recipient name here) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age and disability. (Insert Sub-recipient name here) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means if necessary, (insert Sub-recipient name here) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means (insert Sub-recipient name here) will take any other

reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity.

If you believe you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (insert Sub-recipient contact person and phone number here)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, (insert Sub-recipient contact person and phone number here)"

48. No Parole Evidence This Subaward Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
49. No Waiver Either party's failure to insist on strict performance of any term or condition of the Subaward Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
50. Nonconforming Tender Materials or services supplied under this subaward agreement shall fully comply with the Subaward Agreement. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of the subaward agreement. On delivery of nonconforming materials or services, SEAGO-AAA may terminate the Subaward Agreement for default under applicable termination clauses in the Subaward Agreement, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
51. Nonexclusive Remedies The rights and the remedies of SEAGO-AAA under this subaward agreement are not exclusive.
52. Notices All notices under this subaward agreement shall be directed in writing to the persons and addresses specified for such purpose in this subaward agreement, or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the subaward agreement signatory.

The Sub-recipient shall give written notice to SEAGO-AAA of changes to the following, and a written amendment to the subaward agreement shall not be necessary:

- a. Change of telephone number;
- b. Changes in the name and/or address of the person to whom notices are to be sent;
- c. Changes in subaward agreement-related personnel positions of the Sub-recipient which do not affect staffing rations, staff qualifications or specific individuals required under this subaward agreement; or
- d. In a cost reimbursement subaward agreement, a written amendment shall not be necessary to shift costs among budget categories if the amount is less than 10 percent. The Sub-recipient shall give written notice to the SEAGO-AAA that includes justification for the changes and receive written approval from SEAGO-AAA. Any such increase must be offset by an equal value decrease in any budget category or categories.

53. Offshore Performance of Work Prohibited Due to security and identity protection concerns, direct services under this subaward agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States.

Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or services, redundant back-up services or services that are incidental to the performance of the subaward agreement. This provision applies to work performed by sub-recipients at all tiers.

54. Ownership of Intellectual Property Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Subaward Agreement and any related lower tier subaward agreement ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Subaward Agreement shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Sub-recipient shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its lower tier sub-recipient(s). Sub-recipient, on behalf of itself and any lower tier sub-recipient(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Sub-recipient or its sub-sub-recipient(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Subaward Agreement. Intellectual Property developed by the Sub-recipient that is already in the public domain is exempt from this requirement.
55. Pandemic Contractual Performance:
- a. SEAGO-AAA/the State shall require a written plan that illustrates how the sub-recipient shall perform subaward agreement standards in the event of a pandemic. SEAGO-AAA/the state may require a copy of the plan at any time prior or post award of a subaward agreement. At a minimum, the pandemic performance plan shall include:
 - 1) Key succession and performance planning if there is a sudden significant decrease in sub-recipient's workforce.
 - 2) Alternative methods to ensure there are services or products in the supply chain.
 - 3) An up to date list of sub-recipient's contacts and organizational chart.
 - b. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this subaward agreement impossible or impracticable, SEAGO-AAA/the State shall have the following rights:
 - 1) After the official declaration of a pandemic, SEAGO-AAA/the State may temporarily void the subaward agreement(s) in whole or specific sections if the sub-recipient cannot perform to the standards agreed upon in the initial terms.
 - 2) SEAGO-AAA/the State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the Arizona Procurement Code.
 - 3) Once the pandemic is officially declared over and/or the sub-recipient can demonstrate the ability to perform, SEAGO-AAA/the State, at its sole discretion may reinstate the temporarily voided subaward agreement(s).
56. Payments The sub-recipient shall be paid as specified in the subaward agreement. The payment must comply with requirements of A.R.S. Title 35 and 41. Payments shall be made according to the methods of compensation defined as follows:
- a. Fixed Rate - The sub-recipient is paid a specified amount for each unit of service or deliverable as designated in the subaward agreement, not to exceed the maximum number of authorized units

indicated for each subaward agreement service. The SEAGO-AAA may authorize units in incremental amounts throughout the term of the subaward agreement by amending the subaward agreement or through the process of issuing change orders. By signing the offer and acceptance form or subaward agreement signature form or change order or subaward agreement amendment or other official form the sub-recipient is certifying that to the best of their knowledge and belief any cost or pricing data submitted was accurate, complete and current.

Furthermore, the price to SEAGO-AAA shall be adjusted to exclude any significant amounts by which SEAGO-AAA finds the price was inaccurate because the sub-recipient-furnished cost or pricing data was inaccurate, incomplete or not current. Such adjustment by SEAGO-AAA may include profit or fees. The sub-recipient shall keep all cost or pricing data submitted current and shall report any changes to SEAGO-AAA. SEAGO-AAA shall be allowed to recoup such amounts of unallowable costs as determined by a financial audit or financial monitoring.

- b. Cost Reimbursement - Reimbursement to the sub-recipient is in accordance with actual, allowable costs incurred consistent with each individual service budget not to exceed the service reimbursement ceiling. The sub-recipient shall furnish SEAGO-AAA with an accounting of actual costs incurred consistent with the categories set forth in the individual service budget. Budget categories to include cost items in a category, may be deleted, added, or modified by a subaward agreement amendment, provided that the total SEAGO-AAA Service Cost shall not increase unless a price increase is permitted by renewal or extension of the subaward agreement.

Any change to the service reimbursement ceiling shall be reflected in a subaward agreement amendment. The sub-recipient shall report subaward agreement expenditures to SEAGO-AAA in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, SEAGO-AAA shall authorize payment or reimbursement in accordance with the method(s) indicated by this subaward agreement.

If the sub-recipient is in any manner in default in the performance of any obligation under this subaward agreement, or if monitoring exceptions are identified, SEAGO-AAA, at its option and in addition to other available remedies, can either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

Under no circumstances shall SEAGO-AAA authorize payment to the sub-recipient that exceeds: (i) the specified subaward agreement amount (fixed rate amount X number of authorized units) in the case of subaward agreements entered into under paragraph a. above; or (ii) the service reimbursement ceiling in the case of subaward agreements entered into under paragraph b. above; unless in either case, SEAGO-AAA has issued a change order for additional units or funds, or the subaward agreement is amended. Under no circumstances shall SEAGO-AAA make payment to the Sub-recipient for services performed prior to or after the period of the subaward agreement without timely extension or renewal of the subaward agreement.

The Sub-recipient may offer a price reduction adjustment at any time during the term of the subaward agreement. Any price reduction shall be executed by a subaward agreement amendment. The SEAGO-AAA shall not authorize payment to the sub-recipient until after receipt of reports in accordance with the "Reporting Requirements" section of these terms and conditions.

57. Payment Recoupment Sub-recipient must reimburse SEAGO-AAA upon demand or SEAGO-AAA may deduct from future payments the following:

- a. Any amounts received by sub-recipient from SEAGO-AAA for subaward agreement services which have been inaccurately reported or are found to be unsubstantiated;

- b. Any amounts paid by the sub-recipient to a lower tier sub-recipient not authorized in writing by SEAGO-AAA;
- c. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- d. Any amounts paid by SEAGO-AAA for services which duplicate services covered or reimbursed by other specific grants and subaward agreements, or payments;
- e. Any amounts expended for items or purposes determined unallowable by SEAGO-AAA. See the "Unallowable Costs" section of these terms and conditions;
- f. Any amounts paid by SEAGO-AAA for which the sub-recipient's books, records, and other documents are not sufficient to clearly substantiate those amounts were used by the sub-recipient to perform subaward agreement services;
- g. Any amounts identified as a financial audit exception;
- h. Any amounts paid or reimbursed in excess of the subaward agreement or service reimbursement ceiling. If SEAGO-AAA determines by monitoring the sub-recipient has improperly spent any monies paid to it under this subaward agreement, the sub-recipient agrees that SEAGO-AAA immediately may record or obtain a lien in the amount of such determination against real property and any other assets of the sub-recipient, and the sub-recipient shall sign all documents the SEAGO-AAA deem necessary to perfect such liens. Failure to sign any such documents shall be a material breach of this subaward agreement.
- i. Any payment made for services rendered before the subaward agreement begin date or after the subaward agreement termination date; and
- j. Any amounts paid to the sub-recipient which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Uniform Terms and Conditions.

58. Personnel The sub-recipient's personnel shall satisfy any qualifications and carry out any duties, and shall work the hours and receive the Compensation set forth in this subaward agreement. Personnel policies and practices shall be uniform for all employees of the sub-recipient. If subaward agreement services are not delivered by employees or volunteers of the sub-recipient, any agreement between the sub-recipient and anyone ultimately delivering the direct service shall be in writing pursuant to Section 8 Assignment and Delegation.

59. Predecessor and Successor Subaward Agreements The execution or termination of this subaward agreement shall not be considered a waiver by SEAGO-AAA of any and all rights it may have for damages suffered through a breach of this or prior subaward agreement with the sub-recipient.

60. Professional Standards The sub-recipient shall deliver subaward agreement services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications and professionalism and numbers of staff and individuals identified by name must be maintained as presented in the subaward agreement.

The Sub-recipient will be required to utilize a standardized assessment process including an instrument which meets, at a minimum, certain functional status requirements established by SEAGO-AAA. Prior to implementation or usage of an assessment instrument, SEAGO-AAA will review and approve the instrument to be employed.

61. Property of the State Any materials, including reports, computer programs and other deliverables, created under this Subaward Agreement are the property of the State of Arizona. The Sub-recipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Sub-recipient shall not use or release these materials without the prior written consent of the SEAGO AAA and the State.

62. Records Under A.R.S. §35-214 and 35-215, the sub-recipient shall retain and shall contractually require each lower tier sub-recipient to retain all data and other records ("records") relating to the acquisition and performance of the subaward agreement for a period of five years after the completion of the subaward agreement. All records shall be subject to inspection and audit by SEAGO-AAA at reasonable times. Upon request, the sub-recipient shall produce a legible copy of any or all such records. Subaward Agreement service records will be maintained in accordance with prescribed SEAGO-AAA policies and procedures. Records shall, as applicable, meet the following standards:
- a. Adequately identify the service provided and each service recipient's application for subaward agreement and lower tier subaward agreement activities;
 - b. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, copy of fingerprint clearance card, wage rates, effective dates of personnel actions affecting any of these items;
 - c. Include time and attendance records for individual employees to support all salaries and wages paid;
 - d. Include records of the source of all receipts and the deposit of all funds received by the sub-recipient;
 - e. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and canceled checks to reflect all disbursements applicable to the subaward agreement;
 - f. Include a complete general ledger with accounts for the recording of all costs and/or income applicable to the subaward agreement;
 - g. Include a copy of a written, approved cost allocation plan to reflect the manner in which costs were to be charged to the subaward agreement; and,
 - h. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect subaward agreement expenditures.

Any such records not maintained shall mandate a monitoring exception in the amount of the inadequately documented expenditures.

Sub-recipient shall preserve and make available all records for a period of five (5) years from the date of final payment under the subaward agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment.

- i. If this subaward agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- j. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this subaward agreement, or costs and expenses of this subaward agreement to which exception has been taken by the state, shall be retained by the Sub-recipient until such disputes, litigations, claims or exceptions have been resolved and final action taken.

63. Relationship of Parties The sub-recipient under this subaward agreement is an independent contractor. Neither party to this subaward agreement shall be deemed to be the employee or agent of the other party to the subaward agreement. In the event the Sub-recipient or its personnel is sued or prosecuted for conduct arising from this subaward agreement, the Sub-recipient or their personnel will not be represented by the Department of the Arizona Attorney General. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Sub-recipient shall make arrangements to directly pay such expenses, if any.

64. Reporting Requirements Unless otherwise provided in this subaward agreement, reporting shall adhere to the following schedule: no later than the 15th day following each month during the subaward agreement term, the sub-recipient shall submit to SEAGO-AAA programmatic and financial reports in the form set forth in the subaward agreement. Failure to submit accurate and complete reports by the 15th day following the end of a month may result, at the option of SEAGO-AAA in retention of payment. Failure to

provide such report within 45 days following the end of a month may result, at the option of SEAGO-AAA in a forfeiture of such payment. No later than the 30th day following the end of each month during the Subaward Agreement Term, the Sub-recipient shall submit to the Department programmatic and financial reports identified in the Aging and Adult Administration Policies and Procedures Manual Chapter 1600 and as may be amended periodically. Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of the Department, in retention of the next scheduled payment.

The Sub-recipient shall support the goal of AZDES Department of Aging & Adult Administration of comprehensive client tracking and cost containment by cooperating in the implementation of the Division of Aging and Adult Reporting System (DAARS).

No later than the 30th day following the end of the subaward agreement term, sub-recipient shall submit to SEAGO-AAA a final program and fiscal report. The final fiscal report for the subaward agreement term shall include all adjustment to prior financial reports submitted for the subaward agreement term. Failure to submit the final program and fiscal report within the above time period may result, at the option of SEAGO-AAA in forfeiture of final payment.

All reports shall reference the subaward agreement number and be submitted to the person designated by the SEAGO-AAA.

65. Responsibility for Payment Indemnification The Sub-recipient shall be responsible for issuing payment for services performed by the Sub-recipient's employees, lower tier sub-recipients, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the subaward agreement and will indemnify and save SEAGO-AAA harmless for all claims whatsoever out of the lawful demands of such parties. The Sub-recipient shall, at SEAGO-AAA's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
66. Right to Assurance If SEAGO-AAA in good faith has reason to believe the sub-recipient does not intend to perform, or is unable to perform or continue performing this subaward agreement, the procurement officer may demand in writing the sub-recipient give a written assurance of intent to perform. The demand shall be sent to the sub-recipient by certified mail, return receipt required. Failure by the sub-recipient to provide written assurance within the number of days specified in the demand may at SEAGO-AAA's option be the basis for terminating the subaward agreement under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the subaward agreement.
67. Right of Offset SEAGO-AAA shall be entitled to offset against any sums due the sub-recipient any expenses or costs incurred by SEAGO-AAA or damages assessed by SEAGO-AAA concerning the sub-recipient's nonconforming performance or failure to perform the subaward agreement, including expenses, costs and damages described in Uniform Terms and Conditions.
68. Risk of Loss The Sub-recipient shall bear all loss of conforming material covered under this Subaward Agreement until received by authorized personnel at the location designated in the purchase order. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Sub-recipient regardless of receipt.
69. Scrutinized Businesses In accordance with ARS §35-391 and ARS §35,393, Sub-recipient certifies that the Sub-recipient does not have scrutinized business operations in Sudan or Iran.
70. Severability The provisions of this subaward agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the subaward agreement.

71. Stop Work Order:

- a. SEAGO-AAA may, at any time, by written order to the Sub-recipient, require the Sub-recipient to stop all or any part, of the work called for by this Subaward Agreement for period(s) of days indicated by SEAGO-AAA after the order is delivered to the Sub-recipient. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Sub-recipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- b. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Sub-recipient shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Subaward Agreement price, or both, and the subaward agreement shall be amended in writing accordingly.

72. Subaward Agreement Claims All subaward agreement claims and controversies under this subaward agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder. This section does not apply to public agencies.

73. Subaward Agreement Documents The following constitute an integral part of the Subaward Agreement:

- a. The Solicitation and subsequent Subaward Agreement Renewal Offer
- b. Annex A and B
- c. Subaward Agreement General Provisions;
- d. Proposal Submittal Requirements for each service;
- e. Service Specifications;
- f. Exhibits; and
- g. Documents referenced or included in the Solicitation or Subaward Agreement Renewal Offer.

74. Subaward Agreement Interpretation and Amendment

- a. No Parole Evidence: This subaward agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this subaward agreement and no other understanding either oral or in writing shall be binding.
- b. No Waiver: Either party's failure to insist on strict performance of any term or condition of the subaward agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- c. Written Subaward Agreement Amendments: The subaward agreement shall be modified only through a written subaward agreement amendment within the scope of the subaward agreement signed by the procurement officer on behalf of SEAGO-AAA and the authorized representative of the sub-recipient.

75. Substantial Interest Disclosure:

- a. Sub-recipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in sub-recipient's organization or with which sub-recipient (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless sub-recipient has made a full written disclosure of the proposed payments to SEAGO-AAA and has received written approval therefor.
- b. Any request for approval of leases or rental agreements or purchase of real property as set forth in paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

c. For the purpose of this Section, the terms "substantial interest" and "relative" shall have the same meanings as in A.R.S. §38-502.

76. Supporting Documents and Information In addition to any documents, reports or information required by any other section of this subaward agreement, sub-recipient shall furnish SEAGO-AAA with any further documents and information deemed necessary by SEAGO-AAA. Upon receipt of a request for information from SEAGO-AAA, the Sub-recipient shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
77. Survival of Rights and Obligations after Subaward Agreement Expiration or Termination:
- a. Offeror's Representation and Warranties: All representations and warranties made by the Sub-recipient under this Subaward Agreement shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, chapter 5.
 - b. Purchase Orders: In accordance with all terms and conditions of the Subaward Agreement, the Subrecipient shall fully perform and be obligated to comply with all purchase orders received by the Subrecipient prior to the expiration or termination hereof, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Subaward Agreement, unless otherwise directed in writing by the Procurement Officer.
78. Suspension or Debarment SEAGO-AAA may, by written notice to the Sub-recipient, immediately terminate this Subaward Agreement if SEAGO-AAA determines that the Sub-recipient has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a lower tier sub-recipient of any public procurement unit or other governmental body. Submittal of an offer or execution of a subaward agreement shall attest that the sub-recipient is not currently suspended or debarred. If the sub-recipient becomes suspended or debarred, the Sub-recipient shall immediately notify SEAGO-AAA.
79. Technical Assistance SEAGO-AAA may, but shall not be obligated to, provide technical assistance to the Sub-recipient in the administration of subaward agreement services, or the terms and conditions, policies and procedures governing this subaward agreement. Notwithstanding the foregoing, the sub-recipient shall not be relieved of full responsibility and accountability for the provision of subaward agreement services in accordance with the terms and conditions set forth herein.
80. Termination for Any Reason this subaward agreement may be terminated by mutual consent of the parties at any time during the term of this subaward agreement. In the event the subaward agreement is terminated, with or without cause, or expires, the sub-recipient whenever determined appropriate by SEAGO-AAA shall assist SEAGO-AAA in the transition of services or eligible persons to other sub-recipients. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services.

The cost of reproducing and forwarding such records and other materials shall be borne by the sub-recipient. The sub-recipient must make provisions for continuing all management/ administrative services until the transition of services or eligible persons is complete and all other requirements of this subaward agreement are satisfied.

In the event of termination or suspension of the subaward agreement by SEAGO-AAA, such termination or suspension shall not affect the obligation of the sub-recipient to indemnify SEAGO-AAA and the state for any claim by any other party against SEAGO-AAA or the state arising from the sub-recipient's performance

of this subaward agreement and for which the sub-recipient would otherwise be liable under this subaward agreement.

To the extent such indemnification is excluded by A.R.S. §41-621 et seq. or an obligation is unauthorized under A.R.S. §35,154, the provisions of this paragraph shall not apply.

In the event of early termination, any funds advanced to the sub-recipient shall be returned to SEAGO-AAA within ten (10) days after the date of termination or upon receipt of notice of termination of the subaward agreement whichever is the earliest date.

SEAGO-AAA may cancel this subaward agreement as provided in A.R.S. §38-511.

81. Termination for Convenience SEAGO-AAA reserves the right to terminate the Subaward Agreement in whole or in part at any time when in the best interests of SEAGO-AAA without penalty or recourse. Upon receipt of the written notice, the Sub-recipient shall stop all work, as directed in the notice, notify all sub-sub-recipients of the effective date of the termination and minimize all further costs to SEAGO-AAA. In the event of termination under this paragraph, all documents, data and reports prepared by the Sub-recipient under the Subaward Agreement shall become the property of and be delivered to SEAGO-AAA upon demand.

The Sub-recipient shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in Arizona Administrative Code R2-7-701 shall apply.

82. Termination for Default

- a. In addition to the rights reserved in the subaward agreement, SEAGO-AAA reserves the right to terminate the subaward agreement in whole or in part due to the failure of the sub-recipient to comply with any term or condition of the subaward agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the subaward agreement. The procurement officer shall mail written notice of the termination and the reasons for it to the sub-recipient by certified mail return receipt requested.
- b. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the sub-recipient under the subaward agreement shall become the property of and be delivered to SEAGO-AAA on demand.
- c. SEAGO-AAA may, upon termination of this subaward agreement, procure, on terms and in the manner it deems appropriate, materials or services to replace those under this subaward agreement. The sub-recipient shall be liable to SEAGO-AAA for any excess costs incurred by SEAGO-AAA in procuring the materials or services in substitution for those due from the sub-recipient.
- d. This subaward agreement is voidable and subject to immediate termination by SEAGO-AAA upon the sub-recipient becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the subaward agreement and/or any rights thereunder without SEAGO-AAA's prior written approval.
- e. This subaward agreement may immediately be terminated if SEAGO-AAA determines the health or welfare or safety of service recipients is endangered.

83. Third Party Antitrust Violations The Sub-recipient assigns to SEAGO-AAA/State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Sub-recipient, toward fulfillment of this Subaward Agreement.

84. Transfer of Knowledge the Sub-recipient shall, whenever feasible, share strategies and techniques with SEAGO-AAA staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

85. Transition of Activities In the event a subaward agreement is awarded to a new sub-recipient for services similar to those being performed by Sub-recipient under this subaward agreement, there shall be a transition of services period. During this period, the sub-recipient under this subaward agreement shall work closely with the new sub-recipient's personnel and/or SEAGO-AAA staff to ensure a smooth and complete transfer of duties and responsibilities. SEAGO-AAA authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing sub-recipient to assist the new sub-recipient and/or SEAGO-AAA staff to implement the transfer of duties. SEAGO-AAA reserves the right to determine which service delivery nearing completion will remain with the current Sub-recipient of record.
86. Unallowable Costs The cost principles set forth in OMB 2 CFR 200 Subpart E, including later amendments and editions, are incorporated herein by reference and shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under subaward agreement provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the sub-recipient and may not be reimbursed with SEAGO-AAA funds. In a fixed rate subaward agreement, the sub-recipient shall not develop the fixed rate using costs which are unallowable pursuant to these cited regulations.
87. Visitation, Inspection and Copying Sub-recipient's or lower tier sub-recipient's facilities, services and individuals served, books and records pertaining to the subaward agreement shall be available for visitation, inspection and copying by SEAGO-AAA and any other appropriate agent of the state or federal government. At the discretion of SEAGO-AAA, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If SEAGO-AAA deems it to be an emergency situation, it may at any time visit and inspect the sub-recipient's or lower tier sub-recipient's facilities and services, as well as inspect and copy their subaward agreement-related books and records.
88. Warranty of Service the Sub-recipient warrants that all services provided under this subaward agreement shall conform to the requirements stated herein and any amendments hereto. SEAGO-AAA's acceptance of services provided by the Sub-recipient shall not relieve the Sub-recipient from its obligations under this warranty. In addition to its other remedies, SEAGO-AAA's Procurement Officer may, at the Sub-recipient's expense, require prompt correction of any services failing to meet the Sub-recipient's warranty herein. Services corrected by the Sub-recipient shall be subject to all of the provision of this subaward agreement in the manner and to the same extent as the services originally furnished.
- a. Liens: The Sub-recipient warrants that the materials supplied under this Subaward Agreement are free of liens and shall remain free of liens.
 - b. Quality: Unless otherwise modified elsewhere in these terms and conditions, the Sub-recipient warrants that, for one year after acceptance by the SEAGO-AAA of the materials, they shall be:
 - 1) of a quality to pass without objection in the trade under the Subaward Agreement description;
 - 2) fit for the intended purposes for which the materials are used;
 - 3) within the variations permitted by the Subaward Agreement and are of even kind, quantity, and quality within each unit and among all units;
 - 4) adequately contained, packaged and marked as the Subaward Agreement may require; and
 - 5) Conform to the written promises or affirmations of fact made by the Sub-recipient.
 - c. Fitness: The Sub-recipient warrants that any material supplied to the SEAGO-AAA shall fully conform to all requirements of the Subaward Agreement and all representations of the Sub-recipient, and shall be fit for all purposes and uses required by the Subaward Agreement.
 - d. Inspection/Testing: The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the SEAGO-AAA.

- e. Exclusions: Except as otherwise set forth in this Subaward agreement, there are no express or implied warranties of merchantability or fitness.

**SEAGO AREA AGENCY ON AGING
PAYMENT REQUEST FOR SERVICES PROVIDED UNDER FIXED RATE**

| | | | | | | | |
|--|---------|---------|---------------|--|---------|--|-------------|
| NAME and PROVIDER ID: | | | | REPORT FOR MONTH / YEAR OF: | | | |
| | | | | <input type="checkbox"/> Original <input type="checkbox"/> Revised | | | |
| PREPARED BY: | | | | DATE: | | | |
| | | | | | | | |
| Service | HSK HCB | PRC HCB | NRH HCB (VNS) | | RSP FCS | | HSK HCB DP7 |
| UNITS OF SERVICE | | | | | | | |
| Units Delivered | | | | | | | |
| Unit Rate | | | | | | | |
| EXPENDITURES FOR THE MONTH BY LINE ITEM | | | | | | | |
| Personnel | | | | | | | |
| E.R.E. | | | | | | | |
| P. & O. | | | | | | | |
| Travel | | | | | | | |
| Space | | | | | | | |
| Equipment | | | | | | | |
| Materials & Supplies | | | | | | | |
| Operating Services | | | | | | | |
| Indirect Costs | | | | | | | |
| Total Expenditures | - | - | - | | - | | - |
| REVENUE FOR THE MONTH BY FUND SOURCE | | | | | | | |
| ALTCS | | | | | | | |
| Project Income | | | | | | | |
| Non-Federal In-Kind | | | | | | | |
| Non-Federal Cash | | | | | | | |
| Other Federal | | | | | | | |
| Total Non-SEAGO Revenue | \$ - | \$ - | \$ - | | \$ - | | \$ - |
| SEAGO AAA FUNDS | \$ - | \$ - | \$ - | | \$ - | | \$ - |

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

NAME: _____
SIGNATURE: _____

TITLE: _____
DATE: _____