

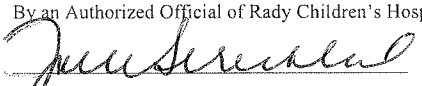
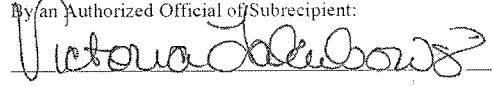
## Subrecipient Agreement

<b>Institution/Organization ("Prime Awardee")</b> <b>Name:</b> Rady Children's Hospital - San Diego <b>Address:</b> 3020 Children's Way, MC 5016 San Diego, CA 92123	<b>Institution/Organization ("Subrecipient")</b> <b>Name:</b> Washoe County District Attorney's Office (Children's Advocacy Centers of Nevada) <b>Address:</b> 1 South Sierra Street Reno, NV 89501
<b>Prime Program Director:</b> Victoria Gwiasda	<b>Collaborator PI:</b> Lisa Ruggerio
<b>Prime Award No.:</b> 2019-CI-FX-K002	<b>Purchase Order No.:</b>
<b>Prime Sponsor:</b> US Dept of Justice/OJJDP	<b>Subaward No.:</b> NV21/22-01
<b>Subaward Period of Performance:</b> 01/01/22 through 09/30/22	<b>Amount Funded this Action:</b> \$15,000.00

**Project Title:** Western Regional Children's Advocacy Center

### Terms and Conditions

- 1) **Rady Children's Hospital – San Diego** hereby awards a cost reimbursable Subrecipient Agreement, as described above, to Washoe County District Attorney's Office (Children's Advocacy Centers of Nevada). The scope of work and budget for this Subrecipient Agreement is shown in Attachment 4. Subrecipient will make all reasonable efforts to perform the work described in Attachment 4 and will provide all the necessary personnel and facilities to conduct the work of this Subrecipient Agreement. Any change in of the scope of work must be made by written Amendment of this Subrecipient Agreement and signed by an Authorized Official of both parties, as defined by Attachment 3 of this Subrecipient Agreement.
- 2) Subrecipient's work shall be directed by its Principal Investigator, whom is named above and in Attachment 3. Subrecipient's Principal Investigator is key personnel. An Authorized Official for both parties must approve a change of key personnel in writing. Subcontractor's Principal Investigator, Lisa Ruggerio, is considered essential to the work to be performed under this Subcontract. Substitution or substantial reduction in commitment of Subcontractor's Principal Investigator requires the prior written approval of Contractor. In the event that Subcontractor notifies Contractor that it desires to replace Subcontractor's Principal Investigator, Subcontractor shall notify Contractor in writing within 15 business days of the date of such replacement and shall propose a substitute principal investigator, identifying the proposed substitute in the notice. Contractor shall notify Subcontractor within 15 business days after receipt of such notice of its decision either to continue the Subcontract with the substitute principal investigator or to terminate the Subcontract.
- 3) Rady Children's Hospital - San Diego shall reimburse Subrecipient not more often than on a monthly basis for allowable costs actually incurred in performance of the work, based on invoices submitted in accordance with Attachment 4. Expenditures of Subrecipient shall conform to the budget and scope of work, shown in Attachment 4. All payments will be in U.S. dollars. Questions concerning payments should be directed to the appropriate party's Financial Contact, shown in Attachment 3.
- 4) A final statement of cumulative costs incurred marked "FINAL," must be submitted no later than thirty-one (31) days after Subrecipient Agreement end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 5) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 6) Matters concerning the technical performance of this Subrecipient Agreement should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. Technical reports are required as shown in Attachment 4, "Reporting Requirements."
- 7) Matters concerning the request or negotiation of any changes in the terms, conditions, or funding found in this Subrecipient Agreement; any changes requiring prior approval, notices or consents; should be directed to the appropriate party's Administrative Contact, shown in Attachment 3. Any such changes made to this Subrecipient Agreement require the written approval of each party's Authorized Official, shown in Attachment 3.
- 8) In its performance of work under this Subrecipient Agreement, Subrecipient shall be an independent entity and not an employee or agent of Rady Children's Hospital - San Diego. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors to the extent allowed by law.
- 9) Either party may terminate this Subaward with thirty (30) days written notice to the appropriate party's Administrative Contact, shown in Attachment 3. In the event that the Prime Sponsor terminates the Prime Award, this Subrecipient Agreement will automatically terminate as of the effective date of termination of the Prime Award. Upon termination, Subrecipient will be reimbursed for allowable costs and non-cancellable commitments incurred prior to the date of termination, not to exceed the total amount authorized under this Subrecipient Agreement.
- 10) No-cost extensions require the written approval from Rady Children's Hospital - San Diego. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than forty-five (45) days prior to the desired effective date of the requested change.
- 11) This Subrecipient Agreement is subject to the terms and conditions shown in Attachment 2. By signing below Subrecipient affirmatively makes the certifications and assurances shown in Attachment 1.
- 12) The Subaward is subject to the terms and conditions of the Prime Award found in the Notice of Award issued 11/23/2021 which are incorporated herein and attached hereto as Attachment 5.

By an Authorized Official of Rady Children's Hospital San Diego  NAME Jill Strickland, Senior VP/CAO	By an Authorized Official of Subrecipient:  NAME Victoria Jakubowski, Fiscal Compliance Officer
Date 11/31/22	Date 01/06/2022