SUBAWARD AGREEMENT

Institution/Organization ("Prime Recipient")
Name: Cincinnati Children’s Hospital Medical Center

Institution/Organization ("Subrecipient")
Name: Children’s Hospital of Nevada at UMC

Awarding Agency:
Toyota Motor North America, Inc.

Amount Funded:
$90,000

Subaward Period of Performance:  July 1, 2012 – June 30, 2013

Project Title: “Buckle up for Life” or “Abróchate a la Vida”

Reporting Requirements: See Attachment 4

1) Prime Recipient hereby awards a fixed fee subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.

2) Prime Recipient shall reimburse Subrecipient per the following schedule: $45,000 upon execution of this Subaward Agreement; and the remaining $45,000 on January 1, 2013, pending completion by Children’s Hospital of Nevada at UMC of a mid-program progress report to Cincinnati Children’s Hospital Medical Center. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party’s Financial Contact as shown in Attachments 3A & 3B. Both parties acknowledge and agree that the terms of this Agreement are commercially reasonable and the payments provided are consistent with fair market value for general commercial purposes without regard directly or indirectly, to the volume or value of any referrals or other business generated or which could in the future be generated between the parties.

3) Parties shall not use logos, names or other marks of vendors, companies, safety coalitions or other organizations on any written, printed, filmed or taped materials or incentives provided or prepared in the performance of this Subaward Agreement except for those of Toyota North America, Inc., Children’s Hospital of Nevada at UMC or Cincinnati Children’s Hospital Medical Center and upon prior written approval of such party.

4) Every Child Passenger Safety Technician participating at a “Buckle Up for Life” car seat check event in the performance of this Subaward Agreement shall be engaged as a part of the “Buckle Up for Life” support crew and shall not be considered and shall not act as a representative of any other organization or safety coalition.

5) All car seat check liability exempt forms shall meet Subrecipient’s legal requirements. Car seat check forms belonging to any other safety coalition or organization will not be acceptable.

6) Matters concerning the technical performance of this subaward should be directed to the appropriate party’s Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, “Reporting Requirements.”

7) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party’s Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this
subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.

8) 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 days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B.

10) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.

11) This subaward agreement shall be governed by and construed under the laws of the state of Nevada without regard to conflicts of law.

12) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Cincinnati Children's Hospital Medical Center
Name: James Sapirto
Title: Senior Vice President of Development
Date: 8/17/12

Children's Hospital of Nevada at UMC
Name: Brian Brannman
Title: Chief Executive Officer
Date: ________________________
Attachment 1
Subaward Agreement
Certifications and Assurances
Buckle up for Life or Abróchate a la Vida

Not applicable
Subrecipient agrees that it is subject to the same terms and conditions in the attached Grant Agreement, as Grantee or Prime Recipient and Subrecipient agrees to comply with such terms and conditions.

Special terms and conditions:

Confidential Information. It may be necessary for the parties hereto to disclose proprietary, trade secret, and/or other confidential information ("Confidential Information") to one another. All such Confidential Information shall remain the property of the party disclosing the same. Each party hereto agrees that any such Confidential Information disclosed to him or to her, or to it or its employees, agents or contractors, shall be used only in connection with the legitimate purposes of this Agreement and receiving party’s business operations related to this Agreement, shall be disclosed only to those who have a need to know it and are obligated to keep same in confidence, and shall be safeguarded with reasonable care. The foregoing confidentiality obligations shall not apply when, after and to the extent the Confidential Information disclosed: (i) is now, or hereafter becomes, generally available to the public through no fault of the receiving party or its employees, agents, or contractors; (ii) was already in possession of the receiving party without restriction as to confidentiality at the time of disclosure as evidenced by competent written records; (iii) is subsequently received by the receiving party from a third party without restriction and without breaching any confidential obligation between the third party and the disclosing party hereunder; or (iv) is required to be disclosed by applicable law, rule, or court order, in which case receiving party shall promptly notify disclosing party of such required disclosure, take all reasonable steps to limit the scope of such disclosure, provide disclosing party with an opportunity to comment on such proposed disclosure, and receiving party continues to protect such information as Confidential Information in accordance with this paragraph for all other purposes. The foregoing obligations of confidentiality and use shall continue for five (5) years after the termination of this Agreement.

Subrecipient’s Transfer of De-identified Data. If necessary, PHI/Data Report to be transferred for Prime Recipient’s use concerning the progress or outcome of the Project shall be a summarized de-identified aggregate data.

Intellectual Property. All written, printed, filmed or taped material provided or prepared by Prime Recipient in the performance of this Agreement ("Material") shall be and will remain the property of Prime Recipient. Prime Recipient grants Subrecipient a non-exclusive, nontransferable, royalty-free license to reproduce, disseminate and display such Material(s) for its internal use. Subrecipient shall not modify or amend any Materials or create any derivative works or improvements thereto (all such modifications, amendments, improvements of derivative works collectively referred to as "Modifications") without the prior written consent of Prime Recipient. Modifications, whether authorized or unauthorized, will be solely owned by Prime Recipient and shall be subject to the limited licenses and restrictions set forth in this Agreement with respect to Materials. Subrecipient agrees to attribute the Materials to Prime Recipient in accordance with Prime Recipient’s reasonable direction, including without limitation, including a copyright notice attributing the creation of such Materials to Prime Recipient, where appropriate.
Attachment 3A
Subaward Agreement
Prime Recipient Contacts
Buckle up for Life or Abróchate a la Vida

Institution/ Organization ("Prime Recipient")
Name: Cincinnati Children’s Hospital Medical Center
Address: 3333 Burnet Avenue
City: Cincinnati  State: OH  Zip Code: 45229-3039

EIN No: 31-0833936  Reg in CCR? YES  X  NO
D-U-N-S No.:  Congressional District: Congressional District: Congressional District
07-128-4913  OH01

Administrative Contact
Name: Gloria Del Castillo – Trauma Services
Address: Cincinnati Children’s Hospital Medical Center
3333 Burnet Avenue, MLC 3019
City: Cincinnati  State: OH  Zip Code: 45229-3039
Telephone: 513-636-7849  Fax: 513-636-3827
E-Mail: gloriamdelcastillo@cchmc.org

Principal Investigator
Name: Rebecca L. Brown – Division of Pediatric and Thoracic Surgery
Address: Cincinnati Children’s Hospital Medical Center
3333 Burnet Avenue, MLC 2023
City: Cincinnati  State: OH  Zip Code: 45229-3039
Telephone: 513-636-4371  Fax: 513-636-7657
E-Mail: rebecca.brown@cchmc.org

Financial Contact (Questions regarding invoices received by Prime Contractor)
Name: Adrienne Drobny – Department of Development
Address: Cincinnati Children’s Hospital Medical Center
3333 Burnet Avenue, MLC 9002
City: Cincinnati  State: OH  Zip Code: 45229-3039
Telephone: 513-636-8760  Fax: 513-636-7173
E-Mail: adrienne.drobny@cchmc.org

Checks Sent to
Name: Adrienne Drobny – Department of Development
Address: Cincinnati Children’s Hospital Medical Center
3333 Burnet Avenue, MLC 9002
City: Cincinnati  State: OH  Zip Code: 45229-3039
Telephone: 513-636-8760  Fax: 513-636-7173
E-Mail: adrienne.drobny@cchmc.org

Authorized Official
Name: James Saporito – Department of Development
Address: Cincinnati Children’s Hospital Medical Center
3333 Burnet Avenue, MLC 9002
City: Cincinnati  State: OH  Zip Code: 45229-3039
Telephone: 513-636-2509  Fax: 513-636-7173
E-Mail: lynn.olman@cchmc.org
Attachment 3B
Subaward Agreement
Subrecipient Contacts
Buckle up for Life or Abróchate a la Vida

Institution/Organization ("Prime Recipient")
Name: Children's Hospital of Nevada at UMC
Address: 1800 W. Charleston Blvd.
City: Las Vegas  State: NV  Zip Code: 89102
EIN No: 88-6000436  Institution Type: County Hospital

Administrative Contact
Name: Lisa Pacheco, RN
Address: 1800 W. Charleston Blvd.
City: Las Vegas  State: NV  Zip Code: 89102
Telephone: (702) 207-8228  Fax: (702) 207-8242
E-Mail: Lisa.Pacheco@umcsn.com

Principal Investigator - None
Name:
Address:
City:  State:  Zip Code:
Telephone:  Fax:
E-Mail:

Financial Contact
Name: Talitha Vanke
Address: 1800 W. Charleston Blvd
City: Las Vegas  State: NV  Zip Code: 89102
Telephone: (702) 383-3780  Fax: (702) 383-3865
E-Mail: Talitha.Vanke@umcsn.com

Checks Sent to
University Medical Center of Southern Nevada
For the Benefit Of: Children’s Hospital of Nevada-UMC
Attn: Fiscal Services Department
Address: 1800 W. Charleston Blvd., 4th Floor Trauma Building
City: Las Vegas  State: NV  Zip Code: 89102
Telephone: (702) 383-3780  Fax: (702) 383-3865
E-Mail: Talitha.Vanke@umcsn.com

Authorized Official
Name: Brian Brannman
Address: 1800 W. Charleston Blvd.
City: Las Vegas  State: NV  Zip Code: 89102
Telephone: (702) 383-3862  Fax: 702-383-2067
E-Mail: Brian.Brannman@umcsn.com
Subrecipient will complete and forward to Prime Recipient a mid-program progress report no later than 12/31/2012. This report will include a to-date budget of program expenses.
Attachment 5
Research Subaward Agreement
Statement of Work and Budget
Buckle up for Life or Abróchate a la Vida

Statement of Work
Subrecipient’s employees, Lisa Pacheco, RN; Ann Lee, RN; Community Educator-TBD, will provide the following services:

- Network and establish relationships in the Las Vegas area for implementation of “Buckle Up for Life”
- Conduct pre-observations at all control and intervention locations
- Confirm timeline and schedule for implementation at each participating location
- Conduct post-observations and submit data to Prime Recipient

Budget
In consideration for the services performed above, Subrecipient will be reimbursed according to the budget provided below. There is no provision for indirect costs.

Please insert your budget here, salary support should not exceed $40,000

Grand Total $90,000
<table>
<thead>
<tr>
<th>Expenses</th>
<th>Children's Memorial Hospital</th>
<th>Location A, B &amp; C</th>
<th>Location D, E &amp; F</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Passenger Safety Technician - Spanish Speaking (1040 hrs)</td>
<td>$ 20,800</td>
<td>-</td>
<td>-</td>
<td>$ 20,800</td>
</tr>
<tr>
<td>Benefits (35%)</td>
<td>$ 7,280</td>
<td>-</td>
<td>-</td>
<td>$ 7,280</td>
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<tr>
<td><strong>Subtotal Personnel Costs</strong></td>
<td>$ 28,080</td>
<td>-</td>
<td>-</td>
<td>$ 28,080</td>
</tr>
<tr>
<td><strong>Materials and Supplies</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Materials, handouts, incentives</td>
<td>$ -</td>
<td>$ 1,218</td>
<td>$ 1,218</td>
<td>$ 2,436</td>
</tr>
<tr>
<td><strong>Subtotal Materials and Supplies</strong></td>
<td>$ -</td>
<td>$ 1,218</td>
<td>$ 1,218</td>
<td>$ 2,436</td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car seats for community locations (150 seats x 6 locations x $53)</td>
<td>$ 47,700</td>
<td>-</td>
<td>-</td>
<td>$ 47,700</td>
</tr>
<tr>
<td>Pool noodles, Grip</td>
<td>$ 419</td>
<td>-</td>
<td>-</td>
<td>$ 419</td>
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<tr>
<td><strong>Subtotal Equipment</strong></td>
<td>$ 48,119</td>
<td>-</td>
<td>-</td>
<td>$ 48,119</td>
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<tr>
<td><strong>Contractual Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPS Techs for Car Seat Checks Compensation ($900 gift cards x 3 locations)</td>
<td>$ -</td>
<td>$ 2,700</td>
<td>$ 2,700</td>
<td>$ 5,400</td>
</tr>
<tr>
<td>Car Seat Storage - Public Storage</td>
<td>$ 1,680</td>
<td>-</td>
<td>-</td>
<td>$ 1,680</td>
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<tr>
<td><strong>Subtotal Contractual Services</strong></td>
<td>$ -</td>
<td>$ 2,700</td>
<td>$ 2,700</td>
<td>$ 7,080</td>
</tr>
<tr>
<td><strong>Other</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training for Car Seat Technician</td>
<td>$ 85</td>
<td>-</td>
<td>-</td>
<td>$ 85</td>
</tr>
<tr>
<td>Travel, Room &amp; Board for Training</td>
<td>$ 1,000</td>
<td>-</td>
<td>-</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>Refreshments for Presentations at community locations</td>
<td>$ -</td>
<td>$ 1,600</td>
<td>$ 1,600</td>
<td>$ 3,200</td>
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<tr>
<td><strong>Subtotal Other</strong></td>
<td>$ 1,085</td>
<td>$ 1,600</td>
<td>$ 1,600</td>
<td>$ 4,285</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$ 78,964</td>
<td>$ 5,518</td>
<td>$ 5,518</td>
<td>$ 90,000</td>
</tr>
</tbody>
</table>
ADDENDUM TO SUBAWARD AGREEMENT
BETWEEN CINCINNATI CHILDREN'S HOSPITAL MEDICAL CENTER
AND CHILDREN'S HOSPITAL OF NEVADA OF UMC

This addendum shall be incorporated into and made a part of the Subaward Agreement between Prime Recipient and Subrecipient. The following addition is made:

Add Item 12 to read as follows:
This Subaward Agreement shall comply with all applicable federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

By an Authorized Official of Prime Recipient

[Signature]
Cincinnati Children's Hospital Medical Center
James Saporito
Senior Vice President of Development

Date 7/18/12

By an Authorized Official of Subrecipient

[Signature]
Children's Hospital of Nevada of UMC
Brian Brannman
Chief Executive Officer

Date
### DISCLOSURE OF OWNERSHIP/PRINCIPALS

<table>
<thead>
<tr>
<th>Business Entity Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Sole Proprietorship</td>
</tr>
<tr>
<td>□ Partnership</td>
</tr>
<tr>
<td>□ Limited Liability Company</td>
</tr>
<tr>
<td>□ Corporation</td>
</tr>
<tr>
<td>□ Trust</td>
</tr>
<tr>
<td>X Non-Profit Organization</td>
</tr>
<tr>
<td>□ Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Designation Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ MBE</td>
</tr>
<tr>
<td>□ WBE</td>
</tr>
<tr>
<td>□ SBE</td>
</tr>
<tr>
<td>□ PBE</td>
</tr>
<tr>
<td>□ Minority Business Enterprise</td>
</tr>
<tr>
<td>□ Women-Owned Business Enterprise</td>
</tr>
<tr>
<td>□ Small Business Enterprise</td>
</tr>
<tr>
<td>□ Physically Challenged Business Enterprise</td>
</tr>
</tbody>
</table>

**Corporate/Business Entity Name:** Children's Hospital Medical Center  
(Include d.b.a., if applicable)  
Street Address: 3333 Burnet Ave, MHC 3619  
City, State and Zip Code: Cincinnati, OH 45229  
Telephone No: 513-636-7849  
Local Telephone No:  
Fax No: 513-636-3827  
Local Fax No:  
Local POC Name Email:  

**Number of Clark County Nevada Residents Employed:**  

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

### Full Name  
See attachment  

<table>
<thead>
<tr>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
   - □ Yes  
   - □ No  
   (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
   - □ Yes  
   - □ No  
   (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

**Signature:**  
**Title:**  

**Print Name:** James J. Soper  
**Date:** 7/10/12

Revised 3/3/11
OUR LEADERS

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The Episcopal Diocese of Southern Ohio
Kay Prickie
Family Advisory Council

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Marjorie Gilchrist
President, Junior Co-Operative Society
Buffie Rixey
President, Kindervelt

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Kroger Pettengill
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OF GREATER CINCINNATI
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Director, Division of Adolescent Medicine

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CARE FOUNDATION
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Director, Division of Pediatric Dentistry

CONVALESCENT HOSPITAL
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Chair
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FOR DEVELOPMENTAL DISORDERS
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Surgeon-in-Chief
Elisabeth Baldock, PhD
Senior Vice President, Human Resources
Dwight E. Ellingwood
Senior Vice President, Planning and Business Development
Michael K. Farrell, MD
Chief of Staff
Scott J. Hamlin
Chief Financial and Administrative Officer
Cheryl Hoying, PhD, RN
Senior Vice President, Department of Patient Services
Marianne F. James
Senior Vice President, Information Services, and Chief Information Officer
William M. Kent
Senior Vice President, Infrastructure and Operations

Bernadette L. Koch, MD
Acting Radiologist-in-Chief and Director, Department of Radiology

Uma R. Kotagal, MD
Senior Vice President, Quality and Transformation

Charles Dean Kurth, MD
Anesthesiologist-in-Chief and Director, Department of Anesthesia

Frederick Ryckman, MD
Senior Vice President, Medical Operations

James A. Saporito
Senior Vice President, Development, and President, The Children's Hospital Foundation

Elizabeth A. Stautberg, Esq.
General Counsel and Senior Vice President, Legal and Public Affairs

Arnold W. Strauss, MD
Physician-in-Chief; Chair, Department of Pediatrics, University of Cincinnati; and Director, Cincinnati Children's Research Foundation

NOTE: Lists reflect leadership as of June 30, 2011.