

## Subaward Agreement

This Subaward Agreement (“Agreement”) is made and effective as of July 1, 2023, by and between Children’s Hospital of Wisconsin, Inc., a Wisconsin non-profit corporation d/b/a “Children’s Health Alliance of Wisconsin” (hereinafter referred to as “Children’s”) and Sauk County (insert fiscal agent name and hereinafter referred to as “Subrecipient”).

### BACKGROUND

Children’s has received an award from the State of Wisconsin Department of Health Services, Division of Public Health for the Wisconsin Seal-A-Smile program (“the Project”). As specified in the Grant Agreement between the State of Wisconsin Department of Health Services and Children’s for Oral Health Program (the “Grant Agreement”), Children’s desires to subaward a portion of the Oral Health Program award to Subrecipient.

Now, therefore, in consideration of the mutual promises hereinafter stated, Children’s and Subrecipient agree as follows:

#### 1.0 Services to be Provided (“Covered Services”) by Subrecipient

1.1 Subrecipient shall provide those services identified in the Funding Award Acceptance letter attached hereto and incorporated herein as Exhibit A (“Award Letter”). Such services shall include, but are not limited to, planning, coordinating and executing a minimum of one school-based/school-linked dental sealant event which shall include screening and administration of dental sealants, as appropriate, to children. The budget is set forth on Exhibit B, attached hereto and incorporated herein (“Budget”).

1.2 Subrecipient shall perform the Covered Services in accordance with the guidelines, policies and procedures outlined in the most current Wisconsin Seal-A-Smile Administration Manual (“Administration Manual”) and by the Centers for Disease Control and Prevention (CDC), Organization for Safety Asepsis and Prevention (OSAP), and the Wisconsin Department of Health Services (DHS), which may be amended from time to time and are available at <https://www.chawisconsin.org/initiatives/oral-health/wisconsin-seal-a-smile/>, hereby incorporated by reference.

1.3 Subrecipient shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Administration Manual.

1.4 Subrecipient shall submit expenditures on the form required by Children’s.

1.5 Subrecipient shall comply with the Department of Health Services (“DHS”) program reporting requirements as specified in the Grant Agreement’s Scope of Work and any required reports shall be submitted to Children’s.

1.6 Subrecipient agrees to meet State and Federal laws, rules, regulations, and program policies applicable to this Subaward Agreement.

1.7 Subrecipient agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

1.8 Subrecipient agrees that if any materials are developed under this Agreement, that DHS and Children's shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Agreement shall be promptly and fully reported to Children's.

## 2.0 Compensation

2.1 As full compensation for Covered Services under this Agreement, Children's shall pay Subrecipient based on the performance based model outlined in the Award Letter. Subrecipient shall submit invoices to Children's at least biannually by December 31, March 31 and June 15.

2.2 Any request for increased funding must be submitted in writing to Children's prior to expenses being incurred.

2.3 Subrecipient will prepare invoices using the updated billing and invoice form on the SAS website.

2.4 Expenses incurred during the Agreement period but reported later than **30 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement.

2.5 Expenses incurred outside of the Agreement period are not allowable.

## 3.0 Service Commitment of Subrecipient.

3.1 Subrecipient acknowledges that this Agreement is a subaward under the terms of a grant between the State of Wisconsin and Children's. All requirements, provisions, representations and warranties required of Children's in the Grant Agreement are also required of Subrecipient as it relates to the Covered Services. If the Grant Agreement is amended, any such modifications will apply to this Agreement upon written notice to Subrecipient.

3.2 Subrecipient certifies that it and its employees, as well as any subcontracted independent contractors or consultants of Subrecipient, are duly certified and/or licensed in the State of Wisconsin as required for the provision of Covered Services. Subrecipient agrees to cooperate, and to cause its employees and such independent contractors and consultants to cooperate, with any license, credential, educational, training and experience requirements and procedures which Children's from time to time establishes.

3.3. Children's and Subrecipient agree that the protection of clients served under this Agreement is paramount to the intent of this Agreement. Subrecipient certifies that it will comply with the provisions of Wisconsin Administrative Code Chapters HFS 12 and 13, the Wisconsin Caregiver Background Check Law. Subrecipient shall ensure that a Criminal Background Check and a Caregiver Background Check be obtained for each Subrecipient employee before they provide services under this Agreement. Subrecipient shall retain in its personnel files all pertinent information to include 1) a Background Information Disclosure (BID) form, 2) a Wisconsin Criminal History Records Request from the Department of Justice Crime Information Bureau indicating a "no record found" response or a criminal record transcript, 3) a DHFS letter that reports the status of a person's administrative findings or license restrictions, and 4) a search for out-of-state records, tribal court proceedings and military records if indicated based on the Wisconsin Caregiver Provider Manual guidelines. Subrecipient shall also conduct a check of the Federal Sex Offender Registry. After the initial background check, Subrecipient is required to conduct a new background check every four years, or at any time within that period when Subrecipient has reason to believe a new check should be obtained.

3.4. If, at any time during this Contract, Subrecipient or Children's are made aware of allegations of misconduct by Subrecipient's employee, service provision by that employee must be suspended immediately until a determination is made on the allegation. Subrecipient and Children's will work to assure necessary services are provided to clients until a final determination is made.

3.5. Subrecipient shall provide all personnel required to perform the Covered Services pursuant to this Agreement. Such personnel shall not be employees of, or have any other contractual relationships with, Children's.

3.6. Any change in the ability of Subrecipient to provide Covered Services shall be reported to Children's as soon as reasonably possible. The report initially may be made orally, but in all events shall be promptly confirmed in writing by Subrecipient. Failure to provide such notice may result in termination of this Agreement. Children's reserves the right to require that Subrecipient remove an individual employee or contractor from the provision of Covered Services pursuant to the Agreement.

3.7. Except as provided herein, Subrecipient shall determine the methods, procedures and personnel policies to be used in initiating and furnishing Covered Services to clients.

3.8. Subrecipient will cooperate with Children's grant administrator and other Subrecipients in the provision of Covered Services to clients.

3.9. Subrecipient shall comply with any and all State and/or Federal regulations that govern the provision and documentation of, or reimbursement for, Covered Services. Subrecipient shall comply with applicable administrative policies as set for in this Agreement or as hereafter identified to Subrecipient by Children's. Subrecipient shall also cooperate fully with Children's in all utilization review, quality assurance, and grievance procedures required pursuant to this Agreement, and shall submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests by Children's for additional information relating to the subject matter of this Agreement.

3.10 Subrecipient shall comply with the applicable federal requirements included or referenced.

3.11 Subrecipient shall not subcontract or assign work under this Agreement to another agency, consultant, or any other person without the prior written consent of Children's.

3.12 If a state public official (see Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission  
PO Box 7125  
Madison, WI 53707-7125  
Fax: (608) 264-9319

3.13 If the Subrecipient is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a Certificate of Authority from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

#### 4.0 Case Records.

4.1 The Subrecipient shall maintain written and electronic records as required by state and federal law and required by program policies.

4.2 The Subrecipient shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Subrecipient accesses to provide services under this Agreement.

4.3 The Subrecipient will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of Children's and DHS, their authorized agents, and federal agencies, in order to confirm the Subrecipient's compliance with the specifications of this Agreement.

4.4 The Subrecipient agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.

4.5 The use or disclosure by any party of any information concerning eligible individuals who receive services from the Subrecipient for any purpose not connected with the administration of the Subrecipient's, Children's, or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

## 5.0 Requirement to report potentially duplicative funding

5.1 The Subrecipient agrees that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this subgrant.

5.2 If the Subrecipient currently has other active awards of federal funds, or if the Subrecipient receives any other award of federal funds during the period of performance for this award, the Subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Subrecipient must promptly notify Children's in writing of the potential duplication, and, if so requested by Children's, must seek a budget-modification to eliminate any inappropriate duplication of funding.

## 6.0 Accounting Requirements.

6.1 The Subrecipient's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by this Agreement, and support expenditure reports submitted to Children's.

6.2 The Subrecipient shall reconcile costs reported to Children's for reimbursement or as match to expenses recorded in the Subrecipient's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Subrecipient agrees to complete and document reconciliation at least quarterly and to provide a copy to Children's or DHS upon request. The Subrecipient shall retain the reconciliation documentation according to approved records retention requirements.

6.3 Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-costmanual.htm>).

7.0 Audit. Unless waived by DHS, the Subrecipient shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Subrecipient shall consider both: (a) funds provided through direct grants with DHS; and (b) funds from DHS passed through other agencies.

7.1 The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this Agreement. In addition, the Subrecipient is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The

guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.

- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
- DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.

7.2 Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period.

7.3 The auditee (Subrecipient) must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

7.4 The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

7.5 DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements.

#### 8.0. Indemnity and Insurance.

8.1. Subrecipient to the fullest extent permitted by law hereby indemnifies and holds harmless Children's, DHS and their agents, officers and employees, from and against all loss or expense (including costs and reasonable attorneys' fees) arising from any wrongful, intentional, or negligent act or omission of Subrecipient or its employees or agents which may arise out of or are connected with the activities covered by this Agreement.

8.2. Subrecipient hereby indemnifies and holds harmless Children's, DHS and their agents, officers, and employees from and against all loss or expense (costs and reasonable

attorneys' fees) arising from any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance by Subrecipient of the services contemplated by this Agreement.

8.3. Subrecipient shall obtain and maintain, during the term of this Agreement, in full force and effect the insurance coverage described in this Paragraph 8.3. The minimum acceptable limits and types of coverage shall be sufficient to cover a combined single limit per occurrence for each of the following categories of insurance:

- a. Comprehensive general liability covering the risks of bodily injury, property damage and personal injury (including death), including liability arising out of the use and operation of a motor vehicle (owned and unowned) with minimum limits of liability of \$1,000,000 per occurrence/\$1,000,000 personal and advertising injury/\$3,000,000 general aggregate.
- b. Professional liability insurance or errors and omissions insurance covering among other matters, errors and omissions of Subrecipient with respect to the provision of Covered Services under this Agreement with minimum limits of liability of \$1,000,000 per wrongful act/\$3,000,000 aggregate. If Subrecipient does not provide Professional Services as defined by insurance rules, Subrecipient must have Abuse and Molestation coverage included in the General Liability policy or as a separate policy.
- c. Workers compensation coverage in accordance with statutory requirements.

#### 9.0 Effective Date of Agreement and Termination of Agreement.

9.1. The term of this Agreement shall commence as of the day and year set forth on page 1 of this Agreement and shall continue in effect through June 30, 2024. Notwithstanding the foregoing, this Agreement may be terminated prior to the end of the term upon the occurrence of any of the following:

- a. Either Children's or Subrecipient gives not less than 60 days prior written notice of termination of this Agreement to the other; or
- b. At the election of Children's upon notice to Subrecipient, in the event of a breach by Subrecipient of a condition or covenant of this Agreement, which breach is not cured within 10 business days after written notice identifying the breach is given to Subrecipient; or
- c. At the election of Children's upon written notice to Subrecipient effective immediately, in the event termination is determined by Children's to be essential to the safety and well-being of clients or in the event of Subrecipient's failure to maintain in good standing such licenses, permits and/or certifications as may be required pursuant to this Agreement.

- d. At the election of Children's upon written notice to Subrecipient effective immediately, when Children's determines ongoing quality deficiencies, billing inconsistencies, or Subrecipient's failure to comply with reporting and/or program requirements.
- e. At the election of Children's upon written notice to Subrecipient effective immediately, when Children's determines false, inaccurate or misleading information was provided.

9.2. In the event of termination or expiration of this Agreement, (i) Children's shall be liable to Subrecipient only for Covered Services rendered through the date of termination/expiration; (ii) Subrecipient shall forthwith return to Children's all confidential information, documents and other materials held by Subrecipient for purposes of providing Covered Services under this Agreement; and (iii) Subrecipient shall assist Children's in the orderly termination of this Agreement and the transfer of all aspects hereof as may be necessary for the orderly, uninterrupted continuation of Covered Services to clients.

10.0 Independent Subrecipient. Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between Children's or its successors or assigns, the DHS, and Subrecipient or its successors or assigns. In entering into this Agreement and in acting in compliance herewith, Subrecipient is at all times acting and performing as an independent contractor.

11.0 Assignment Limitation. This Agreement shall be binding upon and accrue to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

12.0 Compliance with Laws. In entering into this Agreement, Children's is relying on Subrecipient's credentials, expertise, and experience regarding Subrecipient's products and/or services. Subrecipient represents and warrants that the products and/or services provided by it and its subcontractors shall be consistent with the professional standards of diligence, care, and skill currently recognized in its profession, and shall comply with all applicable federal and state laws and regulations including but not limited to the Occupational Safety and Health Act of 1970.

13.0 Affirmative Action. Pursuant to 2019 Wisconsin Executive Order 1, Subrecipient agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

13.1 As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Subrecipient must agree to equal employment and affirmative action policies and practices in its employment programs.

13.2 The Subrecipient agrees to make every reasonable effort to develop a balance in either its total workforce or in the project related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if DHS finds that the Subrecipient is allocating its workforce in a manner which circumvents the intent of this chapter,

DHS may require the Subrecipient to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Subrecipient must make a reasonable accommodation.

13.3 The Subrecipient must submit an Affirmative Action Plan within fifteen (15) working days of the signed Subaward Agreement. Exemptions exist, and are noted in the Instructions for Subrecipients posted on the following website: <http://vendornet.state.wi.us/vendornet/doaforms/DOA-3021P.pdf>. The Subrecipient must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services  
Division of Enterprise Services  
Bureau of Procurement and Contracting  
Affirmative Action Plan/CRC Coordinator  
1 West Wilson Street, Room 672  
P.O. Box 7850  
Madison, WI 53707  
[dhscontractcompliance@dhs.wisconsin.gov](mailto:dhscontractcompliance@dhs.wisconsin.gov)

14.0 Civil Rights Compliance. As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Subrecipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Subrecipient further agrees to take affirmative action to ensure equal employment opportunities. The Subrecipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

14.1 The Subrecipient must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Subaward Agreement. If the Subrecipient employs fifty (50) or more employees and receives at least \$50,000 in funding, the Subrecipient must complete a Civil Rights Compliance Plan (CRC Plan). The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Subaward Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services  
Civil Rights Compliance

Attn: Civil Rights Compliance Officer  
1 West Wilson Street, Room 651  
P.O. Box 7850  
Madison, WI 53707-7850  
Telephone: (608) 267-4955 (Voice)  
711 or 1-800-947-3529 (TTY)  
Fax: (608) 267-1434  
Email: [DHSCRC@dhs.wisconsin.gov](mailto:DHSCRC@dhs.wisconsin.gov)

14.2 The CRC Plan must be kept on file by the Subrecipient and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services  
Division of Enterprise Services  
Bureau of Procurement and Contracting  
Affirmative Action Plan/CRC Coordinator  
1 West Wilson Street, Room 672  
P.O. Box 7850  
Madison, WI 53707  
[dhscontractcompliance@dhs.wisconsin.gov](mailto:dhscontractcompliance@dhs.wisconsin.gov)

14.3 The Subrecipient agrees to cooperate with Children's and DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Subrecipient under this Agreement.

15.0 Conversion Therapy. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.

16.0 Noncompliance and Remedial Measures.

16.1 Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Subrecipient under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure Children's or DHS determines is necessary to protect the interests of the State.

16.2 The Subrecipient shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Subrecipient, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later

than thirty (30) days after the Subrecipient became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Subrecipient shall provide Children's with a plan to correct the noncompliance.

16.3 If Children's or DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements, and any other measures it deems appropriate and necessary.

16.4 If required statistical data, reports, and other required information are not submitted when due, Children's may withhold all payments that otherwise would be paid the Subrecipient under this Agreement until such time as the reports and information are submitted.

17.0 Anti-Lobbying Act. The Subrecipient certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Subrecipient shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. The Subrecipient shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/portal/forms/download/116430>. A completed disclosure must be provided upon DHS request.

18.0 Debarment or Suspension. The Subrecipient certifies that neither the Subrecipient organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). Notwithstanding any other provision to the contrary, Subrecipient agrees to indemnify and hold harmless Children's, its directors, officers, employees, agents and affiliates from and against any and all damages, claims, costs, expenses (including reasonable attorneys' fees), and liability related to Subrecipient being an excluded party from receiving or being a party to any such Federal contract or subcontract during the term of this Agreement.

19.0 Notices. Notices provided for in this Agreement shall be sufficient if in writing and if sent by email or mail to the respective addresses stated below in this Agreement or to such other respective addresses as the parties may designate to each other in writing.

20.0 Records. Pursuant to Section 1395(X)(V)(1)(A) of Title 42 of the United States Code, until the expiration of four (4) years after the furnishing services under this Agreement, both parties shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or any other duly authorized representative, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided under this Agreement.

21.0 Modification. Except as may be expressly provided otherwise in this Agreement, this Agreement may not be amended, modified or assigned without the express written consent of both parties.

22.0 Entire Agreement. This Agreement and all attachments and exhibits referenced herein represent the entire agreement between the parties with respect to the subject matter hereof, superseding any prior agreements regarding said subject matter. In the event of a conflict between any term or condition in this Agreement and any other document related to the subject matter hereof, this Agreement shall govern.

23.0 Waiver. The delay or failure by either party in exercising any right or enforcing any provision under this Agreement at any time or for any period of time shall not constitute a waiver of that right or of such provisions, or of its right to enforce each and every provision and right thereafter.


IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective authorized signers:

**SUBRECIPIENT:**

DocuSigned by:  
 8/4/2023  
0A0B3AC690D7404...  
 Signature Date

Name and Title	Brent Miller	Administrator
Fiscal Agency	Sauk County	
Address	505 Broadway	
City, State, Zip	Baraboo, WI 53913	
Tax ID # (required)	39-6005740	
UEI # (required)	MBBBU1XPJ4M5	

**CHILDREN'S HOSPITAL OF WISCONSIN, INC.:**

DocuSigned by:  
 8/22/2023  
3E081F437F944AE...  
 Signature Date

Matt Crespino, MPH, RDH, Executive Director  
 Children's Hospital of Wisconsin, Inc.  
 Children's Health Alliance of Wisconsin  
 PO Box 1997  
 Milwaukee, WI 53201

EXHIBIT A  
AWARD LETTER

**EXHIBIT B**  
**BUDGET**