

Sub-Award Agreement

This Contract sets forth the terms and agreement for services to be provided by Travis County Domestic Violence and Sexual Assault Survival Center (DBA “SafePlace”) (“Contractor”) in Austin, Texas, and Austin Police Department, a department of the City of Austin (“Sub-awardee”) in Austin, Texas.

Scope of Work

SafePlace received a funding award from the Office on Violence Against Women (OVW) under the Grant to Encourage Arrest Policies and Enforcement of Protection Orders Program (Grant Number: 2015-WE-AX-0012). The program enhances victim safety and offender accountability in cases of sexual assault, domestic violence, dating violence, and stalking by encouraging jurisdictions to implement pro-arrest policies as an effective intervention that is part of a coordinated community response. An integral component of the Arrest Program is the creation and enhancement of collaborative partnerships between criminal justice agencies, victim services providers, and community organizations which respond to sexual assault domestic violence, dating violence and stalking.

With this award, SafePlace and its community partners seek to increase the capacity of the Sexual Assault Response and Resource Team by: 1) hiring and training the appropriate personnel; 2) planning, developing, and implementing a county-wide needs assessment; 3) conducting trainings to educate stakeholders on the dynamics of sexual assault and resources; 4) providing ongoing training for Sexual Assault Nurse Examiners; 5) providing medical forensic exam follow-up services for sexual assault victims; and 6) improving the investigation and advocacy of sexual assault cases to increase reporting and prosecution of such cases.

The project period is from 10/1/2015 to 9/30/2018. Any funds for the implementation of grant activities cannot be expended, obligated or drawn down until the project budget receives OVW approval, which occurred on 2/25/2016.

Roles and Responsibilities

Throughout the project, SafePlace and Austin Police Department will regularly communicate and meet to discuss all aspects of the project. The parties agree to the following responsibilities:

A. Sub-awardee Responsibilities

Austin Police Department will:

1. Work with SafePlace to carry out project activities detailed below.
 - a. The Violent Crimes II Lieutenant will serve on the Project Leadership Team and attend scheduled meetings, participate in the community needs & strengths assessment and supervise the planning and implementation of services in Austin Police Department.

- b. Austin Police Department will purchase surveillance cameras and provide sworn officers to conduct surveillance and monitoring of GPS and bond conditions and to assist in the swift and expedient arrest of sexual assault perpetrators who are in violation of their conditions of pretrial release to promote victim safety and offender accountability
2. Participate in OVW-required grantee and technical assistance meetings, as requested by SafePlace, using funds allotted for this purpose in SafePlace's grant budget (dates to be determined).
3. Follow their approved project budget submitted to SafePlace.
4. Submit monthly invoices to SafePlace for project activities.
5. Comply with the financial and administrative requirements as set forth by the Office on Violence Against Women (OVW) Financial Grants Management Guide.
6. Participate in OVW program or fiscal monitoring by SafePlace. Fiscal and program monitoring by SafePlace may consist of onsite visits, desk audits, or both.
7. Participate in timely reporting of OVW-required performance outcomes and outputs and drafting narrative when necessary by submitting the attached reporting template by January 15th and July 15th of each reporting period.
8. Austin Police Department will provide a copy of their annual audit for each year in which they receive funds under this award to Cathy Easley at ceasley@safaustin.org.
9. Austin Police Department personnel attending training or conferences utilizing OVW- funds are required to attend conferences or training in full.

B. Contractor Responsibilities

SafePlace will:

1. Work with Austin Police Department to carry out project activities detailed above.
2. Serve as the administrative agent of the grant award.
3. Coordinate the Project Leadership Team and the Sexual Assault Response and Resource Team, direct the community needs and strengths assessment, and coordinate project implementation.
4. Participate in OVW-required grantee and technical assistance meetings, using funds allotted for this purpose in the grant budget (dates to be determined).
5. Be responsible for programmatic performance reporting to OVW as well as managing the fiscal responsibilities of the project.
6. Comply with the financial and administrative requirements as set forth by the Office on Violence Against Women (OVW) Financial Grants Management Guide.

Term

This agreement covers the period of the award from OVW, estimated from 10/1/2015 – 9/30/2018. The dates for the project planning and implementation periods are subject to OVW approval. This agreement shall terminate automatically upon completion and payment of services outlined in this agreement.

Payment

SafePlace will pay to the Austin Police Department for services satisfactorily performed and based on the total approved budget of \$60,119.00 (\$1,650 for cameras and \$58,469 for overtime pay), which cannot be exceeded without prior approval. Austin Police Department will provide invoices and a summary of project activities monthly to SafePlace by the 10th of each month for project activities completed the previous month. SafePlace will make payment to the Austin Police Department within 30 days of receipt of approved invoices for project activities and travel associated with Austin Police Department's attendance at required OVW grantee and technical assistance meetings.

The invoice (see attached template) should include the following information:

**Sub-awardee Name, Address, City, State, Zip Code,
DUNS number and EIN Number, Reporting Period, and
Summary of Work Accomplished during billing period.
Supporting Documentation of a detailed Accounting Sub Ledger will
be submitted with each invoice.**

Invoices will be submitted by email to SafePlace Grants Financial Manager, Cathy Easley, at ceasley@safaustin.org with a copy to SafePlace Senior Director of Community Advocacy, Emily LeBlanc, at eleblanc@safaustin.org.

Payment of funds for the purposes of this contract is subject to and conditional upon the availability of OVW funds for such purposes.

Notices

Sub-awardee will deliver all notices to the Chief Quality Officer at SafePlace located at 1515 Grove Boulevard, Austin, Texas 78741. SafePlace will deliver all notices to Sub-awardee at Austin Police Department, P.O. Box 689001, Austin, Texas 78768-9001.

Governing Law

The Agreement is executed and intended to be performed in the State of Texas, and the laws of that shall govern its interpretation and effect.

Arbitration

If any controversy or claim rising out of lack of performance, breach of contract, and/or non-compliance relating to this Agreement, both parties will try arbitration through mediation first to resolve any conflicts involving these business matters.

Termination

The Contractor (SafePlace) and the Sub-awardee (Austin Police Department) agree to cooperate in carrying out the purpose of this agreement. Failure to do so by either party, or violation of any covenants or stipulations of the agreement by either of the parties may warrant termination of this Contract provided notification is given in writing within thirty (30) calendar days prior to the termination date.

Liability

The City of Austin and Austin Police Department shall not be liable for any claims, damages, or attorney's fees arising from the negligent or illegal acts of SafePlace employees relating to their responsibilities and actions under this contract. SafePlace shall not be liable for any claims, damages, or attorney's fees arising from the negligent or illegal acts of City of Austin and Austin Police Department employees relating to their responsibilities and actions under this contract.

If both City of Austin (or Austin Police Department) and SafePlace are liable for any claims, damages, or attorney's fees arising from the negligent or illegal acts of both City of Austin (or Austin Police Department) employees and SafePlace employees under this contract, then City of Austin (or Austin Police Department) and SafePlace shall be liable for the portion of the claims, damages, or attorney's fees that arise from the negligent or illegal acts of the party as determined by the court adjudicating the matter or as agreed in any settlement.

If any City of Austin (or Austin Police Department) officer or employee suffers any loss while on duty, City of Austin shall be at risk for the liability for the loss under its workers' compensation self-insurance fund.

Other Conditions

1. As a recipient of a sub-award, Austin Police Department is subject to financial and administrative requirements as set forth by the OVW Grants Financial Management Guide as well as the OVW Special Conditions attached to this contract (see attached).
2. Austin Police Department will supply SafePlace with a W-9 at the time that this Sub-award agreement is executed.
3. Austin Police Department will complete the attached Federal Funding Accountability and Transparency Act (FFATA) Certification.
4. Austin Police Department will notify SafePlace in writing should the Austin Police Department authorized official(s) change.
5. Pursuant to 28 CFR §70.36(a), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this award. The Office on Violence Against Women reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

The Office on Violence Against Women also reserves a royalty-free, nonexclusive and irrevocable right to reproduce publish or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a sub-recipient of this award, for Federal purposes, and to authorize others to do so.

In addition, the recipient (or sub-recipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

Liaisons

Emily LeBlanc, SafePlace Senior Director of Community Advocacy, and Gena Curtis, Austin Police Department Violent Crimes II Lieutenant, will act as primary agency liaisons and primary points of contact for the purposes of project implementation.

Amendments

This Agreement may be amended at any time, and from time to time, written and signed by each of the Parties.

By signing below both parties agree to the terms of this letter of agreement.

Melinda Cantu, Executive Director	Date
Travis County Domestic Violence and Sexual Assault Survival Center (DBA "SafePlace")	

Art Acevedo, Chief	Date
Austin Police Department	

DUNS#

Federal Funding Accountability and Transparency Act Reporting Guidance

This letter provides background information for the new Federal Funding Accountability and Transparency Act (FFATA) requirements and to request the information from you as a contractor/awardee of federal funding. The required information to be submitted is summarized at the bottom of this letter.

The White House Office of Management and Budget (OMB) recently issued additional guidance regarding the FFATA reporting requirement which took effect on October 1, 2010. This law, passed in 2006, and amended in 2008, requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The following information applies.

- Sub-recipient contract awards equal to or greater than \$25,000 must be reported if they were awarded on or after October 1, 2010.
- **Prime awardees** (those agencies or entities receiving funds *directly* from the federal government) must report certain information regarding those funds.
- Compensation of the top five executives within an organization must be reported as well, if certain criteria apply.
- Grant information reported for American Recovery and Reinvestment Act (ARRA) grants is not required to be reported in the FFATA Sub-award Reporting System (FSRS).

The purpose of this letter is to inform you that SafePlace is the prime awardee for the OVW Grant to Encourage Arrest Policies and Enforcement of Protection Orders. As a result, SafePlace is responsible for reporting sub-award information to the federal government. Prime recipients like SafePlace must enter the sub-award data online and do not have the option of coordinating with sub-recipients to enter the relevant information.

However, sub-recipients must provide SafePlace with all required information to accurately report on the FSRS website. OMB guidance outlines the sub-award and compensation reporting requirements for sub-recipient contracts equal to or greater than \$25,000 awarded on or after October 1, 2010. If a new award is initially below \$25,000 but subsequent contract modifications result in a total award equal to or greater than \$25,000, the award will be subject to FFATA reporting requirements as of the date the award exceeds \$25,000.

You are receiving this letter because our records identify you as a sub-recipient under the OVW Grant to Encourage Arrest Policies and Enforcement of Protection Orders contract award. In our efforts to comply with the reporting requirements under FFATA, **SafePlace is asking that you provide certification regarding the applicability of the following criteria to your organization using Attachment B (FFATA Certification Form).**

If your organization should meet the requirements, SafePlace will need the names and compensation of the entity's top five highly compensated officers/senior executives. If this applies to your organization, please contact Emily LeBlanc, Senior Director of Community Advocacy, 512-356-1572. Additionally, SafePlace is responsible for first-tier sub-award reporting, which includes sub-recipient entity information, sub-award description/title, and date of award.

FFATA and subsequent rules published by the White House OMB require that sub-recipients have a Data Universal Numbering System (DUNS) Number to receive federal funds of any type. **If you have not already done so, you must register your organization for a DUNS Number and provide that to SafePlace. Instructions (Attachment A) are attached on how to request or verify a DUNS number.**

Summary of Information Requested:

- 1) Complete and return the FFATA Certification Form (Attachment);**
- 2) As applicable, register your organization for a DUNS Number**

The required FFATA Certification Form must be completed and returned to SafePlace by June 1, 2016. If you have any questions regarding this correspondence, please contact Emily LeBlanc, Senior Director of Community Advocacy by e-mail at eleblanc@safeaustin.org.

Attachment A

How to Request or Verify a DUNS Number

Most entities receiving federal funds already have a DUNS number and may even have several DUNS Numbers. SafePlace must use the primary DUNS Number assigned to the entity when reporting FFATA obligations and expenditures. If your organization has multiple DUNS Numbers, the primary DUNS Number will usually be the first number listed. Go to <http://www.dnb.com/us/> to request a DUNS Number or to verify the primary DUNS Number for your organization. Obtaining a DUNS Number is free of charge.

Requesting a DUNS Number

- 1) To verify an existing DUNS Number or to request a new DUNS Number, go to the Dun & Bradstreet website at <http://fedgov.dnb.com/webform/displayHomePage.do>. You can also call 1-866-705-5711 to request a DUNS number over the phone.
- 2) You will need the following information to obtain a DUNS number:
 - a. Legal name of organization;
 - b. Doing business as (DBA) or other name by which your organization is commonly known or recognized;
 - c. Headquarters name and organization address;
 - d. Name of Chief Executive Officer (CEO)/organization owner;
 - e. Business structure of the organization (corporation, partnership, proprietorship);
 - f. Year the organization started;
 - g. Primary type of business; and,
 - h. Total number of employees (full and part time).

Please be advised that SafePlace does not have the technical expertise to assist contractors in applying for a DUNS Number. All questions regarding the DUNS Number should be directed to Dun & Bradstreet.

Central Contractor Registration

Both current and potential federal government registrants are required to register in CCR in order to be awarded contracts by the federal government. Registrants are required to complete a one-time registration and must update or renew their registrations at least once per year to maintain an active status. To register and get additional information, go to www.ccr.gov.

The use of DUNS+4 Numbers to identify registrants is limited to identifying different CCR records for the same registrant at the same physical location. The +4 extension to a DUNS number is created by registrants in CCR when there is a need for more than one bank/Electronic Funds Transfer (EFT) account for a location. Go to the [CCR User's Guide](#) for additional information.

Attachment B

Federal Funding Accountability and Transparency Act (FFATA) Certification Form

The certifications enumerated below represent material facts upon which SafePlace relies when reporting information to the federal government required under federal law. If SafePlace determines that the Contractor knowingly rendered an erroneous certification, SafePlace may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to SafePlace if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to SafePlace detailing which of the below statements it cannot certify and why.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

☐ Yes - skip questions A, B, and C and continue to section D.

☐ No - answer questions A and B.

A. **Certification Regarding Percent (%) of Annual Gross from Federal Awards**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

☐ Yes

☐ No – skip question C.

B. **Certification Regarding Amount of Annual Gross from Federal Awards**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

☐ Yes

☐ No – skip question C.

If your answer is Yes to both questions A and B, **you must answer question C.**

If your answer is No to either question A or B, **skip question C and continue to section D.**

C. **Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☐ No - provide the names and total compensation of the top five highly compensated

officers/senior executives. Please contact Barri Rosenbluth, Expect Respect Program Director, 512-356-1628, for reporting this information.

D. Signatures

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Signature of Authorized Representative	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Legal Name of Contractor	
Date	
DUNS Number	EIN