

Contract Language Which Will Accompany the Short Form Contract, Std. 210, for an Every 15 Minutes Program

A. INTRODUCTION

1. Contractor agrees to implement the *Every 15 Minutes* program, a two-day program focusing on teenagers challenging them to think about drinking, driving, personal safety, and the responsibility of making mature decisions and the impact their decisions have on family, friends, and many others.
2. This contract may be terminated prior to the expiration date by either party upon thirty (30) days prior written notice. If at any time the Contractor should cease to perform the services specified herein, the contract is deemed to be terminated. No penalty shall accrue to either party because of contract termination. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

B. PROCEDURES

1. Contractor agrees to follow the standard outline of the *Every 15 Minutes* program, as noted in the *Every 15 Minutes* Procedural Manual, and work in cooperation with the assigned representative from the local California Highway Patrol Office (normally the Public Information Officer), in order to maintain the integrity and consistency of the program. The *Every 15 Minutes* Procedural Manual, as well as other important information regarding the *Every 15 Minutes* program can be located at <http://www.chp.ca.gov/programs/fifteen.html>.
2. Contractor shall provide a copy of this contract to the program coordinator in order to ensure the terms and conditions of this contract are met.
3. A representative from the California Highway Patrol will attempt to attend each meeting (student, parent, and core group committee). In addition, a representative from the California Highway Patrol will attempt to be present to assist the day of the crash, chaperone, and attend the assembly.
4. The Contractor shall assign no less than two students of the High School Student Body to program committees for participation in the organization and planning of the *Every 15 Minutes* program at the subject school.

C. TERMS AND CONDITIONS

1. Contractor agrees to maintain all records and other evidence pertaining to costs incurred and work performed thereunder, and shall make them available at the Contractor's California office during the contract period and thereafter for a period of three years from the date of receipt of final payment of federal funds.
2. The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. Contractor shall not assign or transfer interest in this contract without the prior written approval from the California Highway Patrol and the Office of Traffic Safety.
4. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.
5. The Contractor shall function as the prime contractor of this contract and shall manage the performance of any subcontractors. Contractor shall enter into subcontracts contingent upon the California Highway Patrol and Office of Traffic Safety approval. The Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each subcontractor for work performed in accordance with the terms of this contract. Replacement or substitution of any subcontractor shall not be permitted without the prior written approval of the California Highway Patrol and Office of Traffic Safety. All subcontracts entered into pursuant to this contract shall be subject to examination and audit by the Contractor, the California Highway Patrol, the Office of Traffic Safety, and/or the National Highway Traffic Safety Administration, or their designated representatives, for a minimum of three years after final payment. Each subcontract to which the California Highway Patrol and Office of Traffic Safety have consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the California Highway Patrol and Office of Traffic Safety.
6. Contractor and any subcontractors agree to abide by the General Terms, Conditions, and Certifications contained in the Office of Traffic Safety Grant Program Manual, Chapter 6, Exhibit 6-A, all of which by reference herein shall be made a part of this contract. The General Terms, Conditions, and Certifications are available online at www.ots.ca.gov.

D. FUNDING

1. For the purposes of this specific contract, Contractor recognizes that funding for the Every 15 Minutes program is contingent on the California Highway Patrol receiving funding from the Office of Traffic Safety.
2. Payment shall be made from funds appropriated to the California Highway Patrol and subject to the fiscal procedures of the State of California. The maximum amount payable under this contract shall not exceed nine thousand nine hundred ninety-nine dollars and ninety-nine cents (\$9,999.99).

3. Contractor agrees to use the following standard language in all press, media, and printed materials: "Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."

E. EXPENSES

1. The following is a list of Allowable Costs:

- Materials and supplies necessary to implement the Every 15 Minutes program, including but not limited to; film, blank DVDs, video tapes, stamps, paper, printing, reproduction, rental of sound/audio/video equipment and materials required to produce items, such as DVDs, videos, obituaries, headstones, and other related items.
- The cost for motivational speakers.
- If necessary, lodging costs at the prevailing state rate pertaining to the location of the retreat lodging, plus taxes, and transportation (buses or vans) for students and adult chaperones attending the overnight retreat.
- Contractor agrees additional costs not listed above may be allowable upon prior written approval from the California Highway Patrol and Office of Traffic Safety. If a questionable cost may be incurred, Contractor agrees to contact the California Highway Patrol, in writing, requesting prior approval for the expenditure.

2. The following is a list of items generally Not Allowed:

- T-shirts, sweatshirts, shorts or any other type of clothing for the program participants, outside resources, or program coordinators.
- Promotional items, such as, but not limited to; key chains, dog tags, rulers, pencils, balloons, banners, coffee cups, posters, bumper stickers, and stationery.
- Food. Meals, coffee, bottled water, or any other beverages, candy, donuts, snacks, or any other food items (such as plates, utensils, or paper products).
- Services. Costs for services rendered which are a duplication of the responsibilities of state, county, and city law enforcement, the California Highway Patrol, the school, fire department, emergency medical responders, coroner/local mortuary, hospital, chaplains/counselors, or community groups/other agencies as listed in the Every 15 Minutes Procedural Manual. This program is a community based effort, encouraging members of the community to volunteer time, service, and resources for the common goal of educating teenagers.

- Entertainment. Costs of amusement, social activities, and any costs directly associated with such costs (such as tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities).
 - Program Advertising. Costs of billboard space, radio/television air time, and newspaper/magazine advertisement (including articles/ads of appreciation to supporters of the program) for program-related messages and activities.
 - Cost of overnight or courier mail service.
 - Contributions and donations, including cash, property, and services to others, regardless of the recipient.
 - Cost of fund-raising, including financial campaigns, solicitation of gifts, and similar expenses incurred to raise capital (such as selling the E15M program video/DVD) or obtain contributions.
 - Scholarships.
 - Contest prizes, i.e.; cash and/or gift certificates.
 - Salary and/or overtime, i.e.; substitute teacher(s).
3. Only the costs as specified herein, are authorized for reimbursement by the California Highway Patrol to Contractor under this contract. Any other costs incurred by Contractor in the performance of this contract are the sole responsibility of the Contractor.
 4. All items to be purchased under this contract are considered expendable and title to the items are vested to the local agency. No inventory controls are required except reporting of what was actually purchased. No non-expendable items, defined as having a unit cost of \$5,000 or more, are authorized for purchase under this contract.
 5. Please note, if Contractor accepts monetary donations from Department of Alcoholic Beverage Control licensed establishments, liquor wholesalers, distributors, or manufacturers, *NO display of alcoholic beverage brand logos or other brand identification is permitted.*

F. REIMBURSEMENT

1. Payment of approved reimbursable costs shall be on a one-time basis in arrears. Payment shall be made within 45 days of the California Highway Patrol's approval of invoices, however, no late payment or interest penalties are applicable to payments not made within this time period.

2. Contractor understands in order to be eligible for reimbursement, costs incurred and claimed must be necessary and reasonable for proper implementation of the program, be incurred **after the effective date of the contract and on or before the contract termination date** and cannot result in a profit or other increment to contracting agency.
3. Contractor shall furnish a final report package to the California Highway Patrol within thirty (30) days after completion of the Every 15 Minutes program. If the reimbursement package is not submitted as stated above, the agreement may be cancelled and any request for reimbursement may be denied.
4. **The final report package shall consist of:**
 - A cover letter on Contractor's official letterhead.
 - Agency Contract Claim for Reimbursement, Exhibit B (attached).
 - Copies of all invoices/receipts (if size of a receipt is less than 8-1/2" x 11", affix to 8-1/2" x 11" paper).
 - Additional materials, including but not limited to, a copy of any video/DVD related to the program, copies of newspaper/online articles, and program announcements.
 - A final report consisting of a general overview of the program from planning stages through debriefing and a final conclusion.
5. The reimbursement packet will be considered incomplete if all requested documents and materials are not submitted concurrently. Contractor understands untimely submission of reimbursement claims may result in loss or reduction of grant funding.
6. The California Highway Patrol may delete from Contractor's invoice any amount claimed by Contractor if the Department determines the expense to be inappropriate or excessive or violates any other provisions of the contract.
7. Contractor agrees to refund to the California Highway Patrol any amounts claimed for reimbursement and paid to Contractor that are later disallowed by the California Highway Patrol, or other official auditor, after audit or inspection of records maintained by the Contractor.
8. All invoices and correspondence are to be mailed in accordance with the applicable instructions. Costs incidental to the report's preparation or delivery that are incurred subsequent to the termination date of the contract are not allowable.

