

Development
Services
Group



August 22, 1995

George Gerbner, Ph.D.
The Cultural Environment Movement
University City Science Center-One East
3624 Market Street
Philadelphia, PA 19104-6220

Dear George,

Enclosed please find an original and one copy of the revised Subcontract. Please sign and return the original and keep a copy for your files.

Sincerely,

A handwritten signature in cursive script that reads "Alan".

Alan M. Bekelman
President

AMB:szd

Enclosure

SUBCONTRACT AGREEMENT NO. S-95-002

BETWEEN

DEVELOPMENT SERVICES GROUP, INC.

AND

"THE CULTURAL ENVIRONMENT MOVEMENT"

THIS FIXED-PRICE SUBCONTRACT AGREEMENT entered into as of this 31st day of March, 1995, by and between DEVELOPMENT SERVICES GROUP, INC., a Maryland corporation, with offices at 7315 Wisconsin Avenue, Suite 300E, Bethesda, MD, 20814 (hereinafter referred to as the "contractor") and "The Cultural Environment Movement", a non-profit organization, having offices at 3624-One East Market Street, Philadelphia, PA 19104 (hereinafter referred to as "Subcontractor").

WHEREAS, Contractor desires subcontractor to perform certain work and services and the Subcontractor is willing to provide such services;

WHEREAS, Contractor has entered into a contract with the Government of the United States (hereinafter referred to as the Principal Contract), said contract being identified as Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Division of Demonstration and For High Risk Populations, Prime Contract No. 277-94-3007;

NOW THEREFORE, in consideration of the payments made hereunder, the mutual promises and covenants herein contained, and other good and valuable consideration, the parties do hereby agree as follows:

Article I - Scope of Work

A. The Subcontractor, as an independent contractor, and not as an agent or joint venturer, shall furnish all necessary personnel and facilities to satisfactorily perform the required work and services set forth in Exhibit A, Year One. The Contractor shall review and approve all work performed hereunder.

B. If Option 1 is exercised (see Article X - Options), the Subcontractor shall perform the required work and services set forth in Exhibit A, Year Two.

Article II - Amount of Subcontract

A. The amount of this subcontract shall not exceed \$25,000.00 unless this agreement

is modified by written amendment by both parties hereto. The Subcontractor may submit a request for reimbursement not more than monthly.

B. The Contractor may allot additional funds to the Subcontractor for a second year (see Article X - Options). If this clause is exercised, the amount for Year 2 subcontract shall not exceed \$25,000.00.

C. Payment for this fixed price subcontract shall be paid according to the schedule in Article XI.

D. Subcontractor agrees to segregate and account for separately all funds received. All funds and costs or expenses charged against funds shall be accounted for pursuant to the cost accounting procedures and principles set forth under the provisions of Exhibit B.

Article III - Period of Performance

A. Subcontractor shall perform the work required under Article I during the period April 1, 1995 through March 30, 1996.

B. A second funding period from April 1, 1996 to March 30, 1997, may be granted upon exercise of the option (see Article X - Options).

Article IV - Technical Direction and Review

A. Contractor shall review all work and analyses for which Subcontractor is responsible pursuant to Exhibit A. All deliverables shall be reviewed by Contractor prior to any submission to the Government under the contract. Subcontractor agrees that it will not initiate communications or correspondence or meetings with the Government concerning this subcontract Agreement without informing Contractor in advance. In the event communications or correspondence are initiated by the Government to the Subcontractor, Subcontractor shall notify the Contractor.

B. Based upon the requirements of the contract award, Contractor may terminate this agreement, in whole or in part. In this event, Subcontractor shall be reimbursed for all allowable costs incurred up to the time of termination in accordance with Exhibit B.

C. Technical direction must be within the Scope of Work stated in the subcontract. The Contractor does not have the authority to, and may not, issue any direction which constitutes an assignment of work outside the subcontract scope of work; or in any manner causes an increase or decrease in the total estimated subcontract cost, or the time required for subcontract performance.

Article V - Indemnity

The Subcontractor agrees that it will indemnify and hold harmless Contractor, its officers and employees from any loss, cost, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this agreement occasioned in whole or in part by the actions or omissions of the Subcontractor, its employees, agents, or Subcontractors.

Article VI - Disputes

In the event of a dispute hereunder, both parties agree to use their best efforts to negotiate a settlement in good faith, prior to the pursuit of any remedies at law.

Article VII - Assignment; Subcontracts

No assignments, subcontracts, or consulting agreements shall be made or executed by the Subcontractor without the prior written consent of the Contractor.

Article VIII - Integral Agreement

This agreement, including Exhibits A, and B, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written.

Article IX - Contractor/Subcontractor Representatives

The personnel specified below shall be the points of contact for all communication between the Subcontractor and Contractor:

	<u>Information</u>	<u>Contractor</u>	<u>Subcontractor</u>
A.	Technical	Katherine Williams, Ph.D.	George Gerbner, Ph.D.
B.	Contractual	Alan Bekelman, President	George Gerbner, Ph.D.

Article X - Options

The Contractor shall have the option to purchase additional related work from the Subcontractor for a second performance period. In the event the option is exercised by the contractor, it shall be exercised by written notice. Performance shall be consistent with the budget presented in the proposal to the Contractor and approved by the Government.

<u>Option No.</u>	<u>Period of Performance</u>
1	1 April 1996 - 30 March 1997

ARTICLE XI - PAYMENT SCHEDULE

Work performed under this fixed price subcontract, shall be paid according to the following schedule:

Task No.	Items to be Delivered	Payment
1	Develop a research design for conducting a content analysis of network television to study the connection between AOD and violence.	\$1,803.00
2	Implement data collection procedures.	\$15,518.00
3	Conduct analysis of data linking AOD and violence.	\$1,546.00
4	Prepare preliminary and final report.	\$2,907.00
5	Present research findings at a Special Topic Meeting.	\$1,288.00
6	Development of Violence Prevention Network.	<u>\$1,932.00</u>
	TOTAL	<u>\$24,994.00</u>

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the day and year hereinabove written.

DEVELOPMENT SERVICES GROUP, INC.

"THE CULTURAL ENVIRONMENT
MOVEMENT"

BY:

BY:

Alan M. Bekelman

George Gerbner

Signature

Signature

Alan M. Bekelman

George Gerbner

Name

Name

President

President

Title

Title

March 31, 1995

August 28, 1995

Date

Date

Exhibit A

Scope of Work

The Subcontractor, "The Cultural Environment Movement," shall not be replaced without written consent of the Contractor. The Subcontractor shall perform the following tasks which are contained in the scope of work from the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Division of Demonstration and For High Risk Populations, Prime Contract No. 277-94-3007:

VIOLENCE PREVENTION LEADERSHIP SUPPORT CONTRACT TASK ACTIVITIES YEAR ONE

Subcontractor Activities

Task 1: Develop a research design for conducting a content analysis of network television to study the connection between AOD and violence.

The Subcontractor shall develop a program content analysis coding scheme which will capture the direct links between AOD and violence as they are portrayed on national network television. The Subcontractor shall submit the proposed coding scheme to the Contractor and then to the Federal Project Officer for review. In addition, the Subcontractor shall consult with the Contractor to develop a series of research questions to be addressed by the coding scheme.

Task 2: Implement data collection procedures.

The Subcontractor shall be responsible for hiring and training the necessary research staff to collect the required data on the relationship between AOD and violence. The Subcontractor shall be responsible for identifying the time frame and sampling plan for data collection and for supervising data collection activities.

Task 3: Conduct analysis of data linking AOD and violence.

The Subcontractor shall be responsible for the analysis of the data collected from network programming.

Task 4: Prepare preliminary and final report.

The Subcontractor shall be responsible for preparing a draft report focusing on research questions identified during Task 1. The Subcontractor shall submit the draft report to the

Contractor on November 30, 1995. The Contractor shall review and comment on the draft report within 10 days of receipt. The Contractor will submit the draft to the Government Federal Project Officer for review and comment within 10 days. The Subcontractor shall produce a final report.

Task 5: Present research findings at a Special Topic Meeting.

The Subcontractor shall be responsible for presenting the results of the research at a Special Topic Meeting of professionals who will be brought together by CSAP to discuss the issue of the manner in which network television presents the direct relationship between AOD and violence.

Task 6: Development of Violence Prevention Network

The Subcontractor will continue the development of a network of individuals and organizations whose goal is to have greater input into policies governing violence and substance abuse portrayals in the media. The subcontractor will produce a quarterly updated list of the network's membership; provide policies and materials produced by the network; and assist in disseminating information about AOD-related violence and the media through the network. The network will assist in the development of the AOD-related Violence and the Media Special Topic Meeting agenda.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

This agreement is issued under a U.S. Government Prime Contract/Grant, Applicable clauses set forth below are incorporated by reference into this agreement with the same force and effect as if they were set forth in full. A full copy of each clause may be obtained from the DSG Contracts Dept. The term "FAR" means Federal Acquisition Regulation as revised on the date of this agreement. The terms, "Contractor," "Government" and "Contracting Officer" as used in these clauses shall refer to the Subcontractor, DSG/U.S. Govt., and the DSG Contract Exec., respectively. In the event of a conflict between any of the clauses incorporated by this form, the general provisions set forth in full under Section I, and any of the U.S. Govt. Prime Contract provisions as may be incorporated by reference under Sec. J, then the Order of Precedence shall be as follows: Sec. J., Sec. I, this page.

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Equal Opportunity	52.222-26	Notice of Labor Disputes	52.222-1
Officials Not To Benefit	52.203-1	Preference for U.S. Flag Carriers	52.247-63
Gratuities	52.203-3	Contract Work Hours & Salary Standards Act	52.222-4
Convict Labor	52.222-3	Covenant Against Contingent Fees	52.203-4
Disputes	52.233-1	Variation in Quantity (+/-5% applies)	52.212-9
Changes	52.243-2	Termination for Convenience (Services)	52.249-4
THESE CLAUSES APPLY TO AGREEMENTS THAT EXCEED \$2,500			
Service Contract Act	52.222-41	Affirmative Action for Handicapped Workers	52.222-36
THESE CLAUSES APPLY TO AGREEMENTS THAT EXCEED \$10,000			
Audit-Negotiation Examination of Records by Comptroller General	52.215-2 52.215-1	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	52.219-8
		Affirmative Action for Vietnam Era Veterans	52.222-35
THESE CLAUSES APPLY TO AGREEMENTS THAT EXCEED \$25,000			
Authorization & Consent New Material	52.227-1 52.210-5	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
Fair Labor Standards Act	52.222-43	Utilization of Labor Surplus Area Concerns	52.220-3
THE FOLLOWING SPECIAL CLAUSES (if any) APPLY			
Restrictions on Sales to the Government	52.203-6	Anti-Kickback Procedure	52.203-7

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NOW THEREFORE, in consideration of the payments made hereunder, the mutual promises and covenants herein contained, and other good and valuable consideration, the parties do hereby agree as follows:

Article I - Scope of Work

A. The Subcontractor, as an independent contractor, and not as an agent or joint venturer, shall furnish all necessary personnel and facilities to satisfactorily perform the required work and services set forth in Exhibit A, Year One. The Contractor shall review and approve all work performed hereunder.

B. If Option 1 is exercised (see Article X - Options), the Subcontractor shall perform the required work and services set forth in Exhibit A, Year Two.

Article II - Amount of Subcontract

A. The amount of this subcontract shall not exceed \$25,000.00 unless this agreement

is modified by written amendment by both parties hereto. The Subcontractor may submit a request for reimbursement not more than monthly.

B. The Contractor may allot additional funds to the Subcontractor for a second year (see Article X - Options). If this clause is exercised, the amount for Year 2 subcontract shall not exceed \$25,000.00.

C. Payment to Subcontractor shall be made following Contractor's receipt of amounts paid by the Government against requests processed under paragraph A.

D. Subcontractor agrees to segregate and account for separately all funds received. All funds and costs or expenses charged against funds shall be accounted for pursuant to the cost accounting procedures and principles set forth under the provisions of Exhibit B.

Article III - Period of Performance

A. Subcontractor shall perform the work required under Article I during the period April 1, 1995 through March 30, 1996.

B. A second funding period from April 1, 1996 to March 30, 1997, may be granted upon exercise of the option (see Article X - Options).

Article IV - Technical Direction and Review

A. Contractor shall review all work and analyses for which Subcontractor is responsible pursuant to Exhibit A. All deliverables shall be reviewed by Contractor prior to any submission to the Government under the contract. Subcontractor agrees that it will not initiate communications or correspondence or meetings with the Government concerning this subcontract Agreement without informing Contractor in advance. In the event communications or correspondence are initiated by the Government to the Subcontractor, Subcontractor shall notify the Contractor.

B. Based upon the requirements of the contract award, Contractor may terminate this agreement, in whole or in part. In this event, Subcontractor shall be reimbursed for all allowable costs incurred up to the time of termination in accordance with Exhibit B.

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In the event of a dispute hereunder, both parties agree to use their best efforts to negotiate a settlement in good faith, prior to the pursuit of any remedies at law.

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Exhibit A

Scope of Work

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VIOLENCE PREVENTION LEADERSHIP SUPPORT CONTRACT TASK ACTIVITIES YEAR ONE

Subcontractor Activities

Task 1: Develop a research design for conducting a content analysis of network television to study the connection between AOD and violence.

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The Subcontractor shall be responsible for presenting the results of the research at a Special Topic Meeting of professionals who will be brought together by CSAP to discuss the issue of the manner in which network television presents the direct relationship between AOD and violence.

Option No.

Period of Performance

1

1 April 1996 - 30 March 1997

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the day and year hereinabove written.

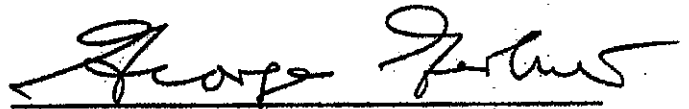
DEVELOPMENT SERVICES GROUP, INC.

"THE CULTURAL ENVIRONMENT
MOVEMENT"

BY:

BY:

Signature



Signature

Name

GEORGE GERBENED

Name

Title

PRESIDENT

Title

Date

April 26, 1995

Date

All docs in les - Bracket

Development
Services
Group



FAX COMMUNICATION COVER PAGE

PLEASE DELIVER THE FOLLOWING 3 PAGE(S) TO:

NAME/TITLE: Sheila Witherington

COMPANY: CFM

FAX NUMBER: 215-387-5202

SUBJECT: Subcontract activities

FROM: Marcia Cohen

DATE: 8/22/95

TIME: 10:30

COMMENTS OR INSTRUCTIONS: Original subcontract will be federal expressed today.

If you do not receive all pages sent, please call us as soon as possible at 301-951-0056 or fax us at 301-951-3324. THANK YOU!

ARTICLE XI - PAYMENT SCHEDULE

Work performed under this fixed price subcontract, shall be paid according to the following schedule:

Task No.	Items to be Delivered	Payment
1	Develop a research design for conducting a content analysis of network television to study the connection between AOD and violence.	\$1,803.00
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BY:

BY:

Alan M. Bekelman

Signature

Signature

Alan M. Bekelman

Name

Name

President

Title

Title

March 31, 1995

Date

Date

Exhibit A**Scope of Work**

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**VIOLENCE PREVENTION LEADERSHIP SUPPORT
CONTRACT TASK ACTIVITIES
YEAR ONE****Subcontractor Activities**

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