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State of New Hampshire

DEPARTMENT OF SAFETY JUNIORS AT STATE HOUSE
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
603/271-2791

KEVIN P. O'BRIEN
ASSISTANT COMMISSIONER

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

JOHN J. BARTHELMES
COMMISSIONER OF SAFETY

May 16, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Retroactive / sole source

Requested Action

Authorize the Department of Safety, Office of Highway Safety, to enter into a **retroactive, sole source** contractual agreement with the University of New Hampshire Survey Center (Vendor Code 177867-B018), Durham, New Hampshire, in the amount of \$49,659.00 to conduct the National Highway Traffic Safety Administration (NHTSA) Seat Belt Use Survey. Effective upon Governor and Council approval for the period of June 1 through September 15, 2016. Funding source: 100% Federal Funds

Funds are available in the SFY 2016/2017 operating budget with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010- 75410000 Dept. of Safety – Office of Commissioner – NHTSA Grants
072 500577 Grants to Schools – Federal

	<u>FY 2016</u>	<u>FY 2017</u>	<u>TOTAL</u>
	\$24,829.50	\$24,829.50	\$49,659.00

Explanation

This contract is **retroactive** due to an oversight during the relocation of Highway Safety (OHS) to the Department of Safety (DOS) after becoming part of the Department. The OHS is now utilizing the DOS tracking database to prevent this from reoccurring. This is a **sole source** contract as the University of New Hampshire (UNH) developed the data collection methodology for the survey in accordance with NHTSA requirements; therefore, the survey used is proprietary. UNH Survey Center developed the design for New Hampshire's statewide survey of seat belt use consistent with the new Uniform Criteria for State Observation Surveys of Seat Belt Use. Additional information will continue to be collected during the observational process as determined by the Survey Center and the State.

The Survey Center, in accordance with the Moving Ahead for Progress in the 21st Century (MAP-21), will conduct the State's "NHTSA Seat Belt Use Survey" and any and all components of the observational seat belt use survey in accordance with the methodology and criteria established by the US Secretary of Transportation and contained in 23 CRF Part 1340 – Uniform Criteria for State Observation Surveys of Seat Belt Use.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Office of Highway Safety

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Office of Highway Safety**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **9/15/16**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **NHTSA Seat Belt Use Survey**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Steven Lavoie
Address: Office of Highway Safety
33 Hazen Drive, Room 109A
Concord, NH 03305

Phone: 603-271-2791

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824

Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: John J. Barthelmes
Address: Office of Highway Safety
33 Hazen Drive
Concord, NH 03305

Phone: 603-271-2791

Campus Project Director

Name: Andrew E. Smith, Director
Address: UNH Survey Center
Huddleston Hall, 73 Main Street
Durham, NH 03824

Phone: 603-862-2226

F. Total State funds in the amount of \$49,659 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **P.L. 111-242 "Continuing Appropriations Act, 2011"** from **National Highway Traffic Safety Administration/U.S. Department of Transportation** under CFDA# **20.600**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

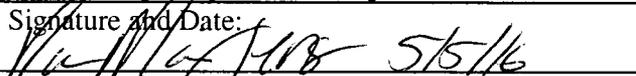
H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Office of Highway Safety** have executed this Project Agreement.

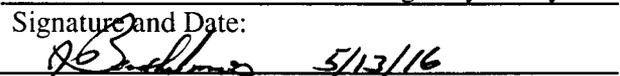
**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration

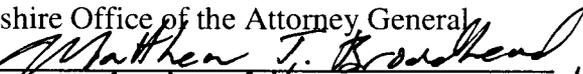
Signature and Date:  5/5/16

**By An Authorized Official of:
Office of Highway Safety**

Name: John J. Barthelmes
Title: Coordinator, Office of Highway Safety

Signature and Date:  5/13/16

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: 
Title: Asst. Attorney General

Signature and Date:  6/2/16

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name: _____
Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** NHTSA Seat Belt Use Survey
- B. Project Period:** June 1, 2016, to September 15, 2016
- C. Objectives:** Employment of Contractor; Services to be Performed
Campus, in accordance with the Moving Ahead for Progress in the 21st Century Act (MAP-21), will continue to conduct any and all components of an observational seat belt use survey in accordance with the methodology and criteria published in Federal Register Volume 76, Number 63, April 1, 2011, Rules and Regulations, pages 18042-18059.
- D. Scope of Work:** Campus, in cooperation with the State, will provide:
- a) Utilize the "Seat Belt Use Survey Design for New Hampshire; Sampling, Data Collection and Estimation Plan" Revised October 2012 approved by the National Highway Traffic Safety Administration. If necessary the Campus will work with the State to revise/select specific observation sites along selected road segments. In addition to information that must be collected to conform with federal criteria, additional information will continue to be collected during the observational process as determined by the Campus and the State.
 - b) To insure that all observers record information accurately, the Campus will conduct training sessions with all observers. Training sessions will last eight hours and include classroom and field training. Training will consist of general data collection techniques, a thorough description of data collection forms, and how to accurately record information about vehicle types, use of seat belts by vehicle occupants, etc. Training will include a practice period during which observers will record seat belt usage, and their results will be compared with those of supervisors. Any discrepancies will be reviewed to improve standardization of observations.
 - c) Observations will be conducted by eight (8) data collectors (campus and/or state staff to be determined) who will operate in four, two-person teams with one person observing and the other recording their observations. Observers will wear identification badges and orange (or bright colored) safety vests.
 - d) A Quality Control (QC) Monitor, responsible for the Data Collector teams, will make unannounced visits to at least 50 percent of the scheduled data collection locations to ensure that data are being collected according to the research protocol.
 - e) Observers and Quality Control Monitors will have cellular telephones in order to communicate if questions arise or there are emergency situations.
 - f) Completed observation forms will be provided at the end of each day to the Campus and staff will enter raw data into the computer format, or if necessary, a revised computer format. Specially designed data entry software will continue to be used that will flag potential entry errors and help to insure data quality. Campus staff will train all data entry personnel on the use of this software.

- E. Deliverables Schedule:** The Campus will provide a report of observations that includes the total number of vehicles observed at each site, the time of day and day of week observations were made, the number of observed persons wearing or not wearing seat belts when observed, and other information collected during the survey process. The final calculation of seat belt usage will be determined with the NHTSA-approved methodology (October 2013). An electronic data set of all observations will be provided in a format to be determined, and the final report will be generated for calendar year 2016. It is understood the Campus is authorized to release results only to the State.
- F. Budget and Invoicing Instructions:** The Campus will submit invoices to the State no more frequently than monthly and no less frequently than quarterly. In order to comply with the federal fiscal year closeout requirement, the final invoice must be submitted to the State no later than 45 days (October 31, 2016) after the contract termination date. Reimbursement requests will be submitted on regular Campus invoice forms indicating the project title, project number, and reimbursement amount, along with supporting documentation (copy of paid invoices, payroll runs, travel reimbursements, etc.).

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	28,870	0	28,870
2. Employee Fringe Benefits	7,606	0	7,606
3. Travel	2,776	0	2,776
4. Supplies and Services	160	0	160
5. Equipment	0	0	0
6. Facilities & Admin Costs	10,247	0	10,247
Subtotals	49,659	0	49,659
Total Project Costs:			49,659

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**

The recipient of these funds is encouraged to provide programs to encourage the use of safety belts by all drivers and passengers in motor vehicles (23 U.S.C. 1200.11 (a)(d)) and to adopt and enforce seat belt use policies for employees operating company-owned, rented, or personally-owned vehicles when performing official business .