

### STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

### **BUSINESS ADMINISTRATION**

STATE MILITARY RESERVATION 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301-5652

Phone: 603-225-1360

Fax: 603-225-1341 TDD Access: 1-800-735-2964

William N. Reddel, III, Major General The Adjutant General

Carolyn J. Protzmann, Brigadier General Deputy Adjutant General

Stephanie L. Milender Administrator

February 13, 2013

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council Concord, New Hampshire 03301

# 100% Jederal

### REQUESTED ACTION

Authorize the Adjutant General's Department to exercise a contract amendment with the Department of Health and Human Service (DHHS) for the Deployment Cycle Support Program (DCSP), increasing the price limitation by \$70,000.00 from \$2,420,000.00 to \$2,490,000.00 to provide support to New Hampshire reserve military families and military members deployed or returning from combat, effective upon date of Governor and Council approval through September 30, 2013. This agreement was originally approved by Governor and Council on June 22, 2011, item #20, amended on August 8, 2012, item #15, and amended on September 19, 2012, item #22.

Funds are available in the following appropriation:

### SFY 2013 02-12-120010-2277 Adjutant General - Deployment Cycle Support PGM

<u>Appropriation</u>	<u>Description</u>	<u>Cı</u>	urrent Amount	<u>Increase</u>	<u>Total</u>
010-012-22770000-041-500801	Audit Fund Set Aside	\$	2,418.00	\$ 70.00	\$ 2,488.00
010-012-22770000-217-500249	Inter-Agency Payments	\$	2,417,582.00	\$ 69,930.00	\$ 2,487,512.00

**Total** \$ 2,490,000.00

### **EXPLANATION**

Additional Federal funds were appropriated by Congress to provide deployment cycle support and outreach services to military personnel and their families. The two primary objectives of the DCSP are to provide support to military members and their families during pre-deployment and to follow up and provide necessary support throughout the deployment, post deployment and re-entry or normalization period. Federal Funds to pay for this agreement are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire National Guard. The cost of this agreement shall be reimbursed to the State of New Hampshire by the Federal Government at a rate of 100%. In the event that Federal Funds are not available, General Funds will not be requested to support this program.

Respectfully submitted.

William N. Reddel, III

Major General, NH National Guard

The Adjutant General

Nicholas A. Toumpas

Commissioner

Dept. of Health & Human Services

Enclosures

STATE OF UN STATE OF NH

### STATE OF NEW HAMPSHIRE INTER-AGENCY AGREEMENT AMENDMENT

This amendment is by and between the Adjutant General's Department and Department of Health and Human Services (DHHS).

WHEREAS, pursuant to the Inter-Agency Agreement originally dated May 23, 2011, and amended on 8/30/12, DHHS agreed to perform certain services upon the terms and conditions specified in the Inter-Agency Agreement, and in consideration of payment by the Adjutant General's Department of certain sums specified therein:

WHEREAS, pursuant to the provisions of paragraph 10 of the Inter-Agency Agreement, the Inter-Agency Agreement may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, DHHS and the Adjutant General's Department have agreed to amend the Inter-Agency Agreement in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Inter-Agency Agreement, and set forth herein, the parties hereto do hereby agree as follows:

### 1. Amendment and Modification of Inter-Agency Agreement

Amend Paragraph 7 of the Contract to increase the dollar amount by \$69,930.00, from \$2,417,582.00 to a new total of \$2,487,512.00.

### Effective Date of Amendment

This Amendment shall take effect upon approval of The Governor and Executive Council.

### 3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Inter-Agency Agreement and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties set their hand as of the day and year first below written.

William N. Reddel, III

Major General, NH National Guard

The Adjutant General

Nicholas A. Toumpas

Commissioner

Dept. of Health & Human Services

13FEB13

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Approved by the New Hampshire Department of Justice as to form, substance and execution:

Approving Attorney

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### **NATIONAL GUARD BUREU**

U.S. PROPERTY AND FISCAL OFFICER FOR NEW HAMPSHIRE

1 MINUTEMAN WAY

CONCORD, NH 03301-5607

**NGNH-PFO** 

6 February 2013

MEMORANDUM FOR New Hampshire Adjutant General's Department, ATTN: Stephanie L. Milender, 4 Pembroke Rd, Concord NH 03301-5607

SUBJECT: Availability of Federal Funds for Deployment Cycle Support Program (DCSP)

- 1. This memorandum is to certify that the United States Property and Fiscal Office for New Hampshire received the sum of \$70,000.00 available for use in Special Military Project Agreement W912TF-10-2-3075. The FY13 funds are in addition to previous Federal funding for the DCSP.
- 2. These funds have been made available by MIPR number YR3H5A3HQ007MP for outreach services to military personnel and their families.
- 3. If you have any questions, please contact 1LT Cynthia Thompson at 227-5085.

Encl

MMalabrook LUIS N. MALDONADO, CDFM

COL, NGB USPFO for NH

CF:

MAJ Hogancamp Kelly Trudelle

	MILITARY	INTER	DEPARTME	NTAL PUR	CHASE	REQUI	EST	1. PAGE	1 OF 1 PAGES
2. FS0	3. CON	NTROL SYMI	BOL NO.	4. DATE PREPARI		5. MIPR N		3HQ007MP	6. AMEND NO. Amend 1
I M V: 6	D: J Jared Boucher inute Man Way Co 03-227-5048 iil: jared.boucher@				8. FROM: Defense I 4800 Mar	(Agency, Iuman Rok Center Kendra	name, telesources	s Activity - ES Alexandria, VA , kendra.holme	GR 22350
9. IT			IOT INCLUDED IN T		E SUPPLY SU	PPORT PRO	OGRAM A	ND REQUIRED IN	TERSERVICE
ITEM NO.	(Federal stock n		HAS NOT BEEN AC DESCRIPTION ancieture, specification		, etc.)	QTY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL PRICE
<del>-</del>	DESCRIPTION: For the operation of the Resolution through	State-led o	outreach initiatives	through the Cont		<u>c</u>	d	BASI	C \$70,000.00
	AMEND: Funding MIPR MUST BE A RECEIPT.				F			AMEND	ī \$0.00
Technical POC for this deliverable: Mr. Olen Dorney Phone: 1-800-336-4590, ext.582 Funds expire for obligation on 30 September 2013.  ADMINISTRATIVE INSTRUCTIONS:- Return one signed copy of the Acceptance to the ordering agency.  - If accepted as a REIMBURSEABLE ORDER, the SF 1080 should in the MIPR number, accounting classification and expenditure order date. When accepted as a DIRECT CITE, annonate all contracts executed behalf of this order with the accounting classification as cited. Forwation one copy of the obligating document(s) to the ordering agency.  - Acceptance and obligating documents may be mailed, faxed, or emailed. No Advance billing without an approved Statute.  ALC: 00006551, FIPS Agency: 9700 FIPS Office: 9741, DoDAAC: HTPN: AT97AC3_7300, DUNS: 076523617, UIC: D000H5  -Invoices can also be faxed to DFAS-Col @ (877) 278-3106 [toll free Please forward a copy of a receiving report and invoices to the ORDERING AGENCY and individual in BLK 8 for expensing purpos			ld include r data. ted on rward mailed. C: HQ0578 ree FAX]						
	EE ATTACHED PAGES ISTRUCTIONS AND INS							HIPPING	11. GRAND TOTAL \$70,000.00
12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's plant)  13. MAIL INVOICES TO (Payment will be made by)  DFAS - Columbus, Attn: DFAS-CVDAAD/CO P.O. Box 369016, Columbus, OH 43236-9016  PAY OFFICE DODAAD HQ0131					9016				
	NDS FOR PROCUREM E SUFFICIENT TO CO				TMENTS SET	FORTH BEI	OW, THE	E AVAILABLE BAL	ANCES OF WHICH
ACRN	APPROPRIATION	LIMIT/ SUBHEAD	St	UPPLEMENTAL ACCO	UNTING CLASSI	FICATION		ACCTG S DODAA	TA AMOUNT
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	THORIZING OFFICER		and title)	GLERANATIVA		Digitally signed I ANNE.124963739 DN: c=US, o=US.	Government,		Fabruary 2012
	Clem, Budget Ana	•		ANNE.124	<u> 19637390</u>		HRA M=CLEM 10	LEMILY. 4	February 2013

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### COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W912TF-10-2-3075

MODIFICATION NO. P13001

ISSUED BY: COL Luis N. Maldonado NATIONAL GUARD BUREAU FY13 PAGE | OF | PAGES

DATED: 7 February 2013

ISSUED TO: MG William N. Reddel III
THE STATE OF NEW HAMPSHIRE

A. This modification is issued pursuant to NGR 5-1/ANGI 63-101, Chapter 2, paragraphs 2-6 and 2-7, and the W912TF-10-2-3075, Section 703. This modification may be further explained in accompanying attachments.

B. This modification reflects administrative and/or funding changes.

### SMP- Deployment Cycle Support Program INCREASE FY13 FUNDS:

- MIPR \$70,000 appropriation 9730100
- MIPR # YR3H5A3HQ007MP

Section

	Previous	Adjustment	New Appendix Total
100% Federal Share		(18 P. S. 18	
Direct Funds	\$0.00	\$70,000.00	\$70,000.00
IKA	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
IKA	\$0.00	\$0.00	\$0.00
75% Federal Share			
Direct Funds	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
50% Federal Share			
Direct Funds	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	
FEDERAL SUBTOTAL	\$0.00	\$70,000.00	\$70,000.00
50% State Share	\$0.00	\$0.00	\$0.00
25% State Share	\$0.00	\$0.00	\$0.00
Program Income	\$0.00	\$0.00	
STATE SUBTOTAL	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$0.00	\$70,000.00	\$70,000.00

### EXECUTION

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remains unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by their authorized representatives execute this Cooperative Agreement Modification.

THE STATE OF NEW HAMPSHIRE  Calova Julio Mag  BY: MG William N. Reddel III  Name	NATIONAL GUARD BUREAU Digitally signed by MALDONADO.LUIS.NICOLAS.1005799186 Date: 2013.02.13 12:03:21 -05'00' BY: COL LUIS N. MALDONADO Name
<u>ADJUTANT GENERAL</u> Title	<u>USPFO FOR NEW HAMPSHIRE</u> Title
Date	Date
Approved as to legal form:	Approved as to legal form:
Counsel	Counsel

	1	

MEMORANDUM FOR USPFO FOR NEW HAMPSHIRE, ATTN: USPFO-GOR, I MINUTEMAN WAY. CONCORD, NH 03301

SUBJECT: Request for Cooperative Agreement Action.

- 1. Request modification to Appendix 3075, W912TF-10-3075, NHNG Deployment Cycle Support Program (DCSP) Cooperative Agreement
- 2. This modification P13001 is necessary to increase FY13 funds, Appendix 3075, MIPR YR3H5A3HQ007MP, dtd 23 January 2013, signed block #14, 4Feb13, see attached DD Form 448.
- 3. Funding limitations should be changed as follows:

	Previous	Adjustment	New Appendix Total
100% Federal Share			
Direct Funds	\$0.00	\$70,000.00	\$70,000.00
IKA	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
IKA	\$0.00	\$0.00	\$0.00
75% Federal Share	\$0.00	\$0.00	\$0.00
Direct Funds	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
50% Federal Share	\$0.00	\$0.00	\$0.00
Direct Funds	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
FEDERAL SUBTOTAL	\$0.00	\$70,000.00	\$70,000.00
50% State Share	\$0.00	\$0.00	\$0.00
25% State Share	\$0.00	\$0.00	\$0.00
Program Income	\$0.00	\$0.00	\$0.00
STATE SUBTOTAL	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$0.00	\$70,000.00	\$70,000.00

5. POC is Robin Trudelle, x1594.

ERIC B. HOGANCAMP MAJ, NHARNG

Program Manager

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### STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

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BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

Phone: 603-225-1360 Fax: 603-225-1341 TDD Access: 1-800-735-2964

William N. Reddel, III, Major General The Adjutant General

Carolyn J. Protzmann, Brigadier General Deputy Adjutant General

Stephanie L. Milender Administrator

August 27, 2012

His Excellency, Governor John H. Lynch And the Honorable Council Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Adjutant General's Department to amend a contract with the Department of Health and Human Services (DHHS) for the Deployment Cycle Support Program (DCSP) by extending the completion date to September 30, 2013 from the original date of September 30, 2012. This agreement was originally approved by Governor and Council on June 22, 2011, item #20, and amended on August 8, 2012, item #15. 100% Federal Funds.

### **EXPLANATION**

Additional Federal Funds were appropriated by Congress to provide deployment cycle support and outreach services to military personnel and their families. The two primary objectives of the DCSP are to provide support to military members and their families during pre-deployment and to follow up and provide necessary support throughout the deployment, post deployment and reentry or normalization period. Federal Funds to pay for this agreement are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire National Guard. The cost of this agreement shall be reimbursed to the State of New Hampshire by the Federal Government at a rate of 100%. In the event that Federal Funds are not available, General Funds will not be requested to support this program.

Respectfully submitted,

William N. Reddel, III

Major General, NH National Guard

The Adjutant General

Nicholas A. Toumpas

Commissioner

Dept. of Health & Human Services

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### STATE OF NEW HAMPSHIRE ADJUTANT GENERAL'S DEPARTMENT INTER-AGENCY AGREEMENT AMENDMENT

This amendment is by and between the Adjutant General's Department and DHHS.

WHEREAS, pursuant to the Inter-Agency Agreement dated May 23, 2011, DHHS agreed to perform certain services upon the terms and conditions specified in the Inter-Agency Agreement, and in consideration of payment by the Adjutant General's Department of certain sums specified therein:

WHEREAS, pursuant to the provisions of paragraph 10 of the Inter-Agency Agreement, the Inter-Agency Agreement may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, DHHS and the Adjutant General's Department have agreed to amend the Inter-Agency Agreement in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Inter-Agency Agreement, and set forth herein, the parties hereto do hereby agree as follows:

### 1. <u>Amendment and Modification of Inter-Agency Agreement</u>

- A. Amend Paragraph 2 of the Inter-Agency Agreement to extend the term of the Inter-Agency Agreement from September 30, 2012 to September 30, 2013.
- B. Amend Paragraph 6 of the Inter-Agency Agreement to change name of LTC Rodney Freeman to MAJ Eric Hogancamp.

### 2. Effective Date of Amendment

This Amendment shall take effect on October 1, 2012

### 3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Inter-Agency Agreement and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

### Contract Amendment Between Adjutant General's Department & DHHS Page 2

IN WITNESS WHEREOF, the parties set their hand as of the day and year first below written.

William N. Reddel, III

Major General, NH National Guard

The Adjutant General

Nicholas A. Toumpas

Commissioner

Dept. of Health & Human Services

Approved by the New Hampshire Department of Justice as to form, substance and execution:

Approving Attorney

COOPERATIVE AGREEMENT MOD	IFICATION Page 1
Agreement/Appendix Title and Number: Special N	
Project Name/Description and Location: Deployment	ent Cycle Support Program
Modification Number: P11001	
ISSUED BY:	UED TO:
USPFO For NEW HAMPSHIRE THE	ADJUTANT GENERAL
	TE OF NEW HAMPSHIRE
This modification is issued pursuant to the Authorities, 31 U.S.C. Cha Sect 1201 of the basic cooperative agreements. <i>Mark purpose and obter a second obter</i>	pter 63; MCA and Appendices Article VII, Sect 703; MCCA Article XII, ain signatures as appropriate IAW NGR 5-1, Chapter 3.
DESCRIPTION OF MODIFICATION:	
Extension of the SMPCA – NHNG Deployment Cycle Supposes used 21 August 2012.	
The extension makes no changes to the limitation on the obl which they were appropriated.	igation of funds. Funds must be obligated in the year in
<u> </u>	
EXEC	UTION
full force and effect.	cooperative Agreement and/or Appendix remain unchanged in representatives execute this Cooperative Agreement
THE STATE OF NEW HAMPSHIRE:	NATIONAL GUARD BUREAU:
BY: William N. Reddell III	
William N. Reddell III	BY: AMMalalanaale
Maj Gen, NHNG	Luis N. Maldonado, CDFM
The Adjutant General	COL, NGB
- 28 A a 12	USPFO for New Hampshire
Date: <u>36 A ちょん</u>	Date: 30.4 / 12
<u>-</u>	NGB-OPR-PM:
	BY:
	Date:
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
W/ 121/\	BY: 2000
BY: Manie G. H. STATE ATTORNEY GENERAL OR	BY:
DESIGNEE  DESIGNEE	MAJ, NHNG
/ ,	Staff Judge Advocate
Date: 8/3:/(z-	Date: 24 August 2012
<del>_</del>	

### Agreement Particulars:

- a. Grantee/Recipient Category: Government
- b. Grantee/Recipient Type: State Government
- c, Grantee/Recipient DUNS:
- d. Principle Place of Performance (if different from "Issued To"):
- e. Grantee/Recipient County (Principle Place of Performance):
- f. Grantee/Recipient Congressional District (Principle Place of Performance):
- g. Major Agency: DOD h. Agency Code: 2100
- i. Funding Agency:
- j. Program Source Agency:
- k. Transaction Type: Cooperative Agreement
- I. CFDA:
- m. CFDA Program Title:
- n. Program Source Account-Funding:
- o. Treasury Appropriation Code:
- p. Action Date:
- q. Starting Date: r. Ending Date:
- s. Record Type: Individual action
- t. Fiscal Year / Quarter:

Modification Amount:

Federal Dollars to include this Modification: State Dollars to include this Modification:

#### COMPLETION INSTRUCTIONS FOR COOPERATIVE AGREEMENT MODIFICATION FORM

1- AGREEMENT TITLE AND NUMBER:

Enter the Agreement name and number as it appears on the basic document.

2- PROJECT NAME AND LOCATION:

Enter information only if the modification is for a Military Construction

Cooperative Agreement. Enter the project name and location as it

Appears on the basic document.

3- MODIFICATION NUMBER:

Enter a number. This number is for local use and is locally assigned. Create a series of

letters and/or numbers to meet internal needs for distinguishing between various

agreements.

4- ISSUED BY:

Enter local Grantor/NGB representative; normally this would be the

USPFO for State/Territory/District and location address.

5- ISSUED TO:

Enter local Grantee/State/Territory/District representative; this is The Adjutant General for

State/Territory/District and location address to include County and Zip Code-4,

Congressional District, and Country.

6- THIS MODIFICATION IS ISSUED ...:

Mark the box or boxes appropriate to the reason for the modification.

7- DESCRIPTION OF ...:

Enter a description/explanation of action(s) to be taken as a result of

this modification. Enter information provided by a CA PM or

NGB-OPR-PM as necessary. The last paragraph/item must be the total award amount.

8- EXECUTION BLOCKS:

Enter the official signature block of the authorized individual signing. Normally for checked boxes a. and/or d., only the Execution blocks for The Adjutant General and the National Guard Bureau signatories need to be completed. Normally for checked boxes b. and/or c.,

all the Execution blocks need to be completed. Reference NGR 5-1, Chapter 3.

9-AGREEMENT PARTICULARS

Self-explanatory. Each data element shall be completed.

### DISTRIBUTION OF COMPLETED COOPERATIVE AGREEMENT MODIFICATION

The original executed modification along with backup documents i.e. request for modification, funding documents shall be maintained with the basic agreement.

Copies of the executed Cooperative Agreement modification should be provided to all signatories, local Finance and Accounting (Comptroller), Cooperative Agreement Program Managers and State Military Department personnel. Reference NGR 5-1, Chapter 3.



### NATIONAL GUARD BUREAU

111 SOUTH GEORGE MASON DRIVE, AH2 ARLINGTON, VA 22204-1373

21 August 2012

NGB-PARC-A

### MEMORANDUM FOR THE USPFO FOR NEW HAMPSHIRE

SUBJECT: Grants and Cooperative Agreements Policy Letter (GCAPL) 12-5 – Extension of Special Military Project Cooperative Agreement (SMPCA) W912TF-10-2-3075 – NHNG Deployment Cycle Support

- 1. This Policy Letter authorizes the extension of SMPCA W912TF-10-2-3075, NHNG Deployment Cycle Support, through 30 September 2013. The Grants Officer is authorized to execute a modification to his existing Agreement to implement the extension.
- 2. This extension makes no change to the limitation on the obligation of funds. Funds must be obligated in the year for which they were appropriated, i.e., funds appropriated for FY12 must be obligated by 30 Sep 12 and FY13 funds must be obligated during the period 1 October 2012 through 30 September 2013.
- 3. Questions related to this GCAPL should be directed to the undersigned at 703-607-5284, or by email at <a href="mailto:maryellen.lewis@ngb.mil">maryellen.lewis@ngb.mil</a>.

MARY ELLEN LEWIS
Chief, NGB Grants and
Cooperative Agreements

### MEMORANDUM FOR NGB-JA (MAJ Vanbiber)

SUBJECT: Request for Legal Review- Special Military Project Cooperative Agreement – New Hampshire National Guard Deployment Cycle Support Program.

- 1. In accordance with NGR 5-1, Paragraph 1-4b(2), request legal review of the subject agreement. This agreement is a new Special Military Project Cooperative Agreement.
- 2. Please direct questions to the undersigned at, 703-607-0890.

Encl NHNG DCSP CA

Grants and Cooperative Agreements

1. The attached Special Military Project CA- NHNG Deployment Cycle Support Agreement is hereby approved .

AMES T. VAN BIBER

MAJ, JA

Chief, Fiscal Law Branch



## STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

G & C <u>8-8-12</u>

Item # \_\_\_\_\_15

BUSINESS ADMINISTRATION STATE MILITARY RESERVATION 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301-5652

> Phone: 603-225-1360 Fax: 603-225-1341 TDD Access: 1-800-735-2964

William N. Reddel, III, Major General The Adjutant General

Carolyn J. Protzmann, Brigadier General Deputy Adjutant General

Stephanie L. Milender Administrator

His Excellency, Governor John H. Lynch and the Honorable Council
Concord, New Hampshire 03301

### REQUESTED ACTION

July 2, 2012

Authorize the Adjutant General's Department to exercise a contract amendment with the Department of Health and Human Service (DHHS) for the Deployment Cycle Support Program (DCSP), increasing the price limitation by \$420,000.00 from \$2,000,000.00 to \$2,420,000.00 to provide support to New Hampshire reserve military families and military members deployed or returning from combat, effective upon date of Governor and Council approval through September 30, 2012. This agreement was originally approved by Governor and Council on June 22, 2011, item #20. 100% Federal Funds.

Funds are available in the following appropriation:

SFY 2013 02-12-120010-2277 Adjutant General - Deployment Cycle Support PGM

<u>Appropriation</u>	Description	<u>C</u>	urrent Amount	Increase		<u>Total</u>
010-012-22770000-041-500801	Audit Fund Set Aside	\$	1,998.00	\$ 420.00	\$	2,418.00
010-012-22770000-217-500249	Inter-Agency Payments	\$	1,998,002.00	\$ 419,580.00	\$2	,417,582.00

Total \$ 2,420,000.00

### **EXPLANATION**

Additional Federal funds were appropriated by Congress to provide deployment cycle support and outreach services to military personnel and their families. The two primary objectives of the DCSP are to provide support to military members and their families during pre-deployment and to follow up and provide necessary support throughout the deployment, post deployment and re-entry or normalization period. Federal Funds to pay for this agreement are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire National Guard. The cost of this agreement shall be reimbursed to the State of New Hampshire by the Federal Government at a rate of 100%. In the event that Federal Funds are not available, General Funds will not be requested to support this program.

Respectfully submitted.

William N. Reddel. III

Major General, NH National Guard

The Adjutant General

Nicholas A. Toumpas

Commissioner

Dept. of Health & Human Services

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# NATIONAL GUARD BUREAU U.S. PROPERTY AND FISCAL OFFICER FOR NEW HAMPSHIRE 1 MINUTEMAN WAY CONCORD, NH 03301-5607

NGNH-PFO 29 June 2012

MEMORANDUM FOR New Hampshire Adjutant General's Department, ATTN: Stephanie L. Milender, 4 Pembroke Rd, Concord, NH 03301-5652

SUBJECT: Availability of Federal Funds for Deployment Cycle Support Program (DCSP)

- 1. This memorandum is to certify that the United States Property and Fiscal Office for New Hampshire has the sum of \$420,000.00 available for use in Special Military Project Cooperative Agreement W912TF-10-2-3075. These Federal FY 12 funds are in addition to all previous Federal funding provided for the DCSP.
- 2. These Federal funds were appropriated by Congress to provide deployment cycle support and outreach services to military personnel and their families. See:
  - a. Section 9010. Title IX. Department of Defense Appropriations Act, 2012.
  - b. Section 582(h), PL 110-181, January 28th, 2008.
- 3. The point of contact for this information is 1LT Cynthia Thompson at 227-5085 or at cynthia.thompson2@us.army.mil.

Digitally signed by
MALDONADO.LUIS.NICOLAS.1005799186
Date: 2012.06.29 14:43:01 -04'00'
LUIS N. MALDONADO
COL, NGB
USPFO for New Hampshire

Encl

CF:

MAJ Eric Hogancamp, Program Manager

### COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W912TF-10-2-3075 MODIFICATION NO. P12001

ISSUED BY: COL Luis N. Maldonado

NATIONAL GUARD BUREAU

FY12 PAGE 1 OF 1 PAGES DATED: 3 July 2012

> ISSUED TO: MG William N. Reddel III THE STATE OF NEW HAMPSHIRE

A. This modification is issued pursuant to NGR 5-1/ANGI 63-101, Chapter 2, paragraphs 2-6 and 2-7, and the W912TF-10-2-3075, Section 703. This modification may be further explained in accompanying attachments.

B. This modification reflects administrative and/or funding changes.

INCREASE FY2012 Appendix 3075 Deployment Cycle Support Program

See Attached Advice No. 001

Section

Section .			<u> </u>
	Previous	Adjustment	New Appendix Total .
100% Federal Share			
Direct Funds	\$0.00	\$420,000.00	\$420,000.00
IKA	00.00	00.02	\$0.00
Reimbursable Funds	\$0.00	\$0.00	.00.00
IKA	\$0.00	\$0.00	\$0.00
75% Federal Share			
Direct Funds	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	00.02	00.02
50% Federal Share			
Direct Funds	\$0.00	\$0.00	\$0.00
Reimbursable Funds	0.00	00.02	
FEDERAL SUBTOTAL	\$0.00	\$420,000.00	\$420,000.00
50% State Share	00.02	00.00	00.02
25% State Share	\$0.00	\$0.00	\$0.00
Program Income	\$0.00	\$0.00	\$0.00
STATE SUBTOTAL	00.02	\$0.00	\$0.00
GRAND TOTAL	\$0.00	\$420.000.00	\$420.000.00

### EXECUTION

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remains unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by their authorized representatives, execute this Cooperative Agreement Modification.

THE STATE OF NEW HAMPSHIRE	NATIONAL GUARD BUREAU
BY: MG William N. Reddel III Name	BY: COL LUIS N. MALDONADO Name
ADJUTANT GENERAL Title 7/3/12 Date	USPFO FOR NEW HAMPSHIRE Title  Gマレノス  Date
Approved as to legal form:	Approved as to legal form:
Counsel	Counsel



### JOINT FORCE HEADQUARTERS - NH

STATE MILITARY RESERVATION, 1 MINUTEMAN WAY CONCORD, NEW HAMPSHIRE 03301-5607

NGNH-CJS 2 July 2012

MEMORANDUM FOR New Hampshire Adjutant General's Department, ATTN: Stephanie L. Milender, 4 Pembroke Rd, Concord, NH 03301-5652

SUBJECT: Justification of Federal Funds for Deployment Cycle Support Program (DCSP)

- 1. This memorandum is to provide justification that the New Hampshire National Guard is in receipt of new funds received by the NH USPFO in the amount of \$420,000.00 available for use in Special Military Project Cooperative Agreement W912TF-10-2-3075. These Federal FY 12 funds are in addition to all previous Federal funding provided for the DCSP. Previous funding is not available to be used for the period July 1, 2012 September 30, 2012; this money will fill this funding gap.
- 2. The New Hampshire Deployment Cycle Support Program is a statewide support system that helps service members and their families thrive before, during, and after deployment. Designed to meet the needs of Service Members/families who do not live on or near a military installation, the program is part of the New Hampshire National Guard's full array of Deployment Cycle Support programs. DCS-CCP services are available as soon as deployments are identified, matching the individual Service Member and his or her Family with a Care Coordinator who engages with the Family in their home or community to provide individualized service planning, counseling, and supports. This relationship-driven, prevention-based approach allows for assessing risks and resiliencies, early action planning that mitigates risks, and ongoing linkage to military, VA, and community support systems. Since its inception, over 1900 Service Members have enrolled in DCSP. 1145 were enrolled in FY 2011.
- 3. These Federal funds were appropriated by Congress to provide deployment cycle support and outreach services to military personnel and their families. See:
  - a. Section 9010, Title IX, Department of Defense Appropriations Act, 2012.
  - b. Section 582(h), PL 110-181, January 28th, 2008.
- 4. The point of contact for this information is Col Paul Loiselle at 227-1597 or at Paul.n.loiselle@us.army.mil.

//SIGNED//

PAUL N. LOISELLE, COL, NHNG
Chief of the Joint Staff

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# STATE OF NEW HAMPSHIRE THE ADJUTANT GENERAL'S DEPARTMENT

G & C <u>6-22-11</u>
Item # <u>20</u>

BUSINESS ADMINISTRATION STATE MILITARY RESERVATION 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301-5652

2 2011

William N. Reddel, III, Major General The Adjutant General

Carolyn J. Protzmann, Brigadier General Deputy Adjutant General

Stephanic L. Milender Administrator

May 20, 2011

Phone: 603-225-1360 Fax: 603-225-1341 TDD Access: 1-800-735-2964

His Excellency, Governor John H. Lynch and the Honorable Council
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Adjutant General's Department to enter into an Inter-Agency Agreement contract with the Department of Health and Human Services (DHHS) for the purpose of the Deployment Cycle Support Program (DCSP) in the amount of \$2,000,000.00 for the period of July 1, 2011 through September 30, 2012.

Funds are available in the following appropriation and may be adjusted, if needed and justified, between fiscal years, by the Budget Office, Department of Administrative Services:

### 02-12-120010-2277 Adjutant General - Joint Family Support

Fiscal Year	<u>Appropriation</u>	<u>Description</u>	<u>Amount</u>
2012/2013	10-01200-22770000-217-500249	Int Agency Pymts	\$1,998,002.00
2012/2013	10-01200-22770000-041-500801	Int Agency Pymts	\$ 1,998.00
		Total	\$2,000,000.00

### EXPLANATION

The two primary objectives of the DCSP are to provide support to military members and their families during pre-deployment and to follow up and provide necessary support throughout the deployment, post deployment and re-entry or normalization period and to implement a New Hampshire National Guard (NHNG) program to provide proactive, community-based, full spectrum care to reserve members and their families who are geographically separated from active duty facilities. Crisis prevention for families and military members will be addressed through early development of "care plans" by professional care providers. Federal Funds to pay for this agreement are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire National Guard. The cost of this agreement shall be reimbursed to the State of New Hampshire by the Federal Government at a rate of 100%. In the event that Federal Funds are not available. General Funds will not be requested to support this program.

His Excellency, Governor John H. Lynch and the Honorable Council Concord, New Hampshire 03301 Page 2

Respectfully Submitted,

Nicholas A. Toumpas

Commissioner

Dept. of Health & Human Services

William N. Reddel, III

Major General, NH National Guard

The Adjutant General

Approved by the New Hampshire Department of Justice as to form, substance and execution:

Gleun A. Perbuo

Sn Assistant Attorney General

### INTER-AGENCY AGREEMENT

THIS AGREEMENT defines the responsibilities of the parties in support of the New Hampshire National Guard Deployment Cycle Support Program (DCSP). The two primary objectives of this program are to provide support to military members and their families during pre-deployment, to follow up and provide necessary support to those military members and their families throughout the deployment, post deployment and re-entry or normalization period; and to implement a program to provide proactive, community-based, full spectrum care to reserve members and their families who are geographically separated from active duty facilities. Crisis prevention for families and military members will be addressed through early development of "care plans" by professional care providers.

THIS AGREEMENT is made this <u>May 23. 2011</u> by and between the **Department** of **Health &** Human Services (hereinafter referred to as DHHS) 129 Pleasant Street, Concord, NH 03301 and the **Adjutant General's Department**, 1 Minuteman Way, Concord, NH 03301-5607.

- 1. The DCSP will provide, evaluate, and document community-based support and systems that integrate current services for veterans, military members and their families with existing and newly developed community service delivery systems, allowing local access for full-spectrum care.
- 2. This agreement is contingent upon approval by Governor and Executive Council and shall be in effect for the period of July 1, 2011 September 30, 2012.
- 3. The funds provided to DHHS under this agreement will be transferred to the following appropriation of 010-095-51920000, revenue source 406220, vendor code 177926 in accordance with paragraph 7 below and will be administered/provided to service provider(s) who will be required to provide the following deliverables under this agreement:
  - A. Implementation and management of a statewide Deployment Cycle Support Program (DCSP) for service members/families who are in the deployment cycle, based upon the program model currently in use and reflected in the DCSP Manual.
  - B. Meet the needs of service members and their families, regardless of their geographic/physical address. Provide adequately staffed offices located in regions of the State where the target population is more isolated and in heavily populated regions of the State where additional offices/staff may be needed:
  - C. Provide appropriate personnel to work on some weekends in order to introduce the program to the target audience and to do intakes. The number of Care Coordinators required to participate will depend on the number of service members participating in the drill. Care Coordinators will be required at times to meet with service members/families at night. In the event of a crisis/emergency, the service member/families should be able to contact the Care Coordinator, or if not available, the Care Coordinator's program office, in order to identify their situation and obtain assistance as needed:

- D. Educate/train and make available to service members and their families the opportunity to request services from DCSP utilizing the process/tools identified in the DCSP Manual;
- E. Receive and process new referrals from service members and their families, assess, develop and implement care plan, including any appropriate services.
- F. Identify, facilitate, and make available to service members and their families philanthropic sources of flexible funding for assistance with emergencies;
- G. Maintain, expand, and continuously update list of all resources for service members and their families;
- H. Maintain sufficient staffing levels to meet program goals and objectives, including program manager(s), supervisors, a strong team of trained care coordinators, and support staff;
- I. Perform program administrative requirements to include meeting the recording, monitoring and evaluation requirements in Scope of Services;
- N. Manage the program so the DCSP recipients feel well taken care of, can access services with dignity, and feel that their needs are anticipated by the system;
- O. DCBCS/CBMP may, during the contract period, request and instruct the Contractor to conduct and submit a program evaluation covering the contract period. DCBCS/CBMP will consider the availability of funds and other relevant matters in making the final determination to request an evaluation.
- P. Performance measures and evaluation process will be developed and used to assure progress towards meeting the performance measures and the overall program objectives and goals within 90 days, then quarterly. As specified by DCBCS/CBMP, Contractors will report Quarterly on their progress towards meeting the performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal.
- 4. The use of these federal funds are for the direct services and support are limited to the provision of services, support and completion of care plans for service members and families in New Hampshire. Services provided to other service members and their families will be incidental. These funds are administered pursuant to a Cooperative Agreement between the State of New Hampshire and the National Guard Bureau as such the terms of the Cooperative Agreement are incorporated by reference.
- 5. Reporting and monitoring required during the agreement:
  - a. DHHS shall provide Monthly Service Reports and -
  - b. Both parties shall participate in quarterly briefing meetings.

6. The individuals listed below shall be the primary point of contact for each agency. Whenever notices, reports or other documents are required to be sent by one party to another, it shall be directed to the individuals identified at the addresses specified below.

The Adjutant General's Department New Hampshire National Guard LTC Rodney Freeman One Minuteman Way Concord, NH 03301-5607 Phone: (603) 227-1400

DHHS
Jo Moncher
DHHS - Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301
Phone: (603) 271-4402

7. The Adjutant General's Department shall provide funding to DHHS in the amount of \$1,998,002.00 (One million nine hundred ninety eight thousand and two dollars). Payments will be made on a quarterly basis upon the receipt and validation of a proper invoice. Invoices should be sent to the contact noted above.

Invoices will include at a minimum:

Dates of service performed

Type of service(s) performed

Signature of individual authorized to request payment

- 8. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of services of the Agreement shall include the following statement, "The preparation of this (report, document, etc.) was financed under agreement with the State of New Hampshire, Adjutant General's Department and Department of Health and Human Services, Division of Community Based Care Services." All materials, documents and announcements referred to above will be reviewed and approved by the Public Affairs Office of each Agency prior to release.
- 9. The Adjutant's General's Department and DHHS are both agencies of the State of New Hampshire. Any dispute between the agencies as to the terms of operation of this Agreement shall be submitted to the New Hampshire Department of Justice for resolution, whose decision is final. This Agreement does not abrogate any of the rights and immunities of the State as to third parties.
- 10. This Agreement makes up the entire agreement between the parties. Neither party may further modify or amend the terms of this agreement except by a written agreement signed by both parties. This Agreement shall be construed under the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE

DEPT. OF HEALTH & HUMAN SERVICES

Nicholas A. Toumpas

Commissioner

Department of Health and Human Services

STATE OF NEW HAMPSHIRE
ADJUTANT GENERAL'S DEPARTMENT

William N. Reddel, III

Major General, New Hampshire National Guard

The Adjutant General

Glenn A. Perlow, Sr. Ast. Hoty. General

Approved by the New Hampshire Department of Justice as to form, substance and execution:

Approving Attorney

SPECIAL:MILITARY PROJECT COOPERATIVE AGREEMENT  New Hampshire National Guard Deployment Cycle Support Program				
AGREEMENT NO. W912TF-10-2-3075	PAGE 1 OF 21 PAGES			
ISSUED BY: NATIONAL GUARD BUREAU	ISSUED TO: THE STATE, COMMONWEALTH, OR TERRITORY OF NEW HAMPSHIRE			

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### EXECUTION

By executing this Special Military Project Cooperative Agreement, the parties agree to the terms and conditions contained herein, including attachments.

IN WITNESS WHEREOF, the parties by their authorized representatives execute this Special Military Project Cooperative Agreement.

THE STATE, COMMONWEALTH, OR TERRITORY OF New Hampetive  BY: William N. Reddel III  Major General, NHNG The Adjutant General	BY: David R. Holtgrieve, CDFM COL, NGB USPFO for NH
12 March 10 Date	IRMARIU Date
Approved as to legal form:	Approved as to budget form.
State Counsel DEPTY ATTOMY CENTAR!	NGB-OPR-PM
	Approved as to legal form:
	Staff Judge Advocate Francine, I Swan Col, NHNG

### ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

### Section 101. General.

- a. The National Guard Bureau (NGB) and the State (Grantee) have entered this Special Military Project Cooperative Agreement to establish the terms and conditions applicable to the contribution of NGB funds or In-Kind Assistance for the operation and training of the State Army and Air National Guard
- b. This Special Military Project Cooperative Agreement and its appendices, includes all terms and conditions related to NGB's contribution of Cooperative Agreement funds for the operation and training of the Army and Air National Guard within the State/Territory or Commonwealth. Funds, equipment, supplies, or training acquired, issued, supplied, assigned or provided by NGB for the operation and training of the State Army and Air National Guard under applicable statutes and directives, are not covered by this Agreement.
  - The attached Appendices are integral to this agreement.

### Section 102. Scope.

a. The scope of the Special Military Project Cooperative Agreement is to provide support to military members and their families during pre-deployment and to follow up and provide necessary support to those military members and their families through-out the deployment, post deployment and reentry or normalization period; and to provide proactive, community-based, full spectrum care to reserve members and their families who are geographically separated from active duty facilities.

### Section 103. Performance Specifications.

a. The state's performance specifications are contained in the Appendix/Appendices.

### Section 104. Office of Primary Responsibility

a. The Office of Primary Responsibility for this Agreement is: J-1 Manpower and Personnel Office, National Guard Bureau.

### Section 105. Authority.

The specific authority for the New Hampshire National Guard Deployment Cycle Support Program is outlined in the National Defense Authorization Act (NDAA) 2007, Section 675 and appropriated and funded through a Congressional line add to OMNG in the 2010 Defense Appropriations Act.

### ARTICLE II - OBLIGATIONS OF THE PARTIES

### Section 201. Obligations of the Grantee.

- a. The Grantee shall exercise its best efforts to supervise, manage, operate and/or maintain all activities or projects within the scope of this Special Military Project Cooperative Agreement according to sound, efficient, commercial practice and the terms, conditions, and specifications of this Cooperative Agreement.
- b. The Grantee will obligate sufficient funds to pay its share of the costs of this Special Military Project Cooperative Agreement and, where NGB provides services in kind, the costs of which are to be shared under the terms of this Cooperative Agreement, to reimburse NGB in the manner provided in this Cooperative Agreement.
- c. The Grantee's obligations are contingent upon the NGE funding of this Special Military Project Cooperative Agreement in each fiscal year.

### Section 202. Obligations of NGB.

- a. NGB shall reimburse the Grantee for the allowable costs incurred in performance of this Special Military Project Cooperative Agreement according to its terms and conditions for reimbursement.
- b. Whenever the terms of this Special Military Project Cooperative Agreement provide for approval by NGB, the approval will not be unreasonably withheld. Any request for approval shall be considered and acted upon by NGB in a timely fashion.
- c. The obligations of NGB are subject to the availability of Federal funds for this Special Military Project Cooperative Agreement and the Grantee's funding contribution for its share of the costs, if any, of this Agreement.

### Section 203. Obligations of Both Parties - Close-out.

NGB and the Grantee both share in the responsibilities for an accurate and timely closeout of this Special Military Project Cooperative Agreement. Fiscal year end closeout and or project completion/termination closeout of this Special Military Project Cooperative Agreement will be in accordance with NGR 5-1, Chapter 11.

### ARTICLE III - COSTS

### Section 301. General.

NGB shall reimburse the Grantee for all the costs that are allowable, allocable and reasonable in the performance of this Special Military Project Cooperative Agreement.

### Section 302. Estimated Cost.

a. \$3,200,000.00 is an estimated cost. See Appendix 2.

### Section 303. Cost Sharing.

a. Not Applicable

### Section 304. Allowability of Costs

a. Except as otherwise stated in this Article or elsewhere in this Special Military Project Cooperative Agreement, the allowability of costs incurred by the Grantee in the performance under this Agreement shall be determined according to the terms and conditions of 2 CFR Subtitle A, Chapter II, Part 225, as amended, 32 CFR Part 33, as amended, supporting directives and the NGR 5-1, effective at the time the cost is incurred.

### Section 305. Advance Agreements on the Allowability of Costs

- a. No cost incurred by the State that is contrary to any restriction, limitation, or instruction contained in any Budget and/or Financial Plan under this Special Military Cooperative Agreement shall be allowable.
- b. Indirect costs, as such costs are defined in 2 CFR Subtitle A, Chapter II Part 225, shall be unallowable, unless the costs are listed in subsection c below.
- c. The costs of compensation for personnel services, including the cost of fringe benefits, including, but not limited to, the costs of workmen's compensation, unemployment compensation, State sponsored life and health insurance, and retirement benefits shall be allowable in accordance with NGR 5-1.

#### ARTICLE IV - FUNDING LIMITATIONS

#### Section 401. Funding and Funding Limitations.

- a. Funding limitations, including both Federal and Grantee shares, for each fiscal year of this agreement are contained in Appendix 1. Updated funding limitations will be issued by the NGB-OPR-PM each fiscal year that this agreement is in force. Increases/decreases to the AFP in any given FY will be by a bilateral modification.
- b. If, at any time within the fiscal year, the Grantee determines that NGB's share of allowable costs has reached the amount reflected in this section or determines that the total amount of NGB's share of allowable costs exceeds 90% of the amount reflected in this section, the Grantee will notify the USPFO in writing. The notice shall state the total estimated amount of NGB's share of allowable costs and the amount of the Grantee's share of allowable costs necessary to complete a fiscal year.
- c. Within its discretion, NGB may unilaterally increase the maximum funding limitation reflected in this section at any time.
- d. The Grantee shall have no obligation to incur costs which exceed NGB's share of the maximum funding limitation of this Section.
- e. The NGB-OPR-PM will be advised of any additive funding received by the Grantee from any source that is executed to support activities/programs managed under this agreement.

# Section 402. Method of Funding.

- a. This agreement may be funded in full or in part. The Army National Guard typically funds its programs incrementally throughout each fiscal year. The Air National Guard typically funds its programs in full at the onset of each fiscal year. Funding is subject to the availability of funds and corresponding requirements.
- b. Other funds provided through separate agreements or appropriations supporting this agreement will be funneled through either Army or Air National Guard funding channels, as appropriate, and managed accordingly. Approved budgets, decreases and increases to funding will be provided to the State/USPFO as soon as feasible.

#### Section 403. Budgets.

a. The New Hampshire National Guard Deployment Cycle Program (DCSP) will follow established budgetary procedures and requirements established within the Special Military Cooperative Agreement. Both parties will comply.

### Section 404. Limitation on the Availability of Funds For Grantee Obligation.

- a. Funds provided by NGB under this Special Military Project CA for any Fiscal Year are available for obligation (as the term "obligation" is defined in 32 CFR 33.3) by the Grantee only in that Fiscal Year.
- b. Allowable costs must be incurred in the funding period specified in this Special Military Project CA. NGB is obligated to reimburse the State for the allowable cost incurred in performance of this Special Military Project CA, up to the CA funding limit.
- the Grantee for more than one Fiscal Year, the limitation on availability of funds for Grantee obligation, shall be as provided in paragraphs a land bifor the Fiscal Years for which the funds are available.

## Section 405. Program Income.

- a. Program income is the gross income received by the Grantee from fees for services performed and from the use or rental of real or personal property, the operation and maintenance of which is supported under this Agreement. Program income shall be added to the budget as a Grantee contribution regardless of the percentage of Federal contribution reflected in this Agreement.
  - b. Program Income is not applicable under this agreement.

#### ARTICLE V - PAYMENT

#### Section 501. General.

There are only two payment methods authorized in the execution of this MCA, the reimbursement method and the advance method.

## Section 502. Payment by Reimbursement Method.

Reimbursement method payments shall be according to procedures established by the Defense Finance and Accounting Service (DFAS), DoD Financial Management Regulation 7000.4R Volume 10 and NGR 5-1, Chapter 11.

# Section 503. Payment by Advance Method.

NGB may reimburse the Grantee in advance. The advance payment method shall be according to procedures established in NGR 5-1, Chapter 11.

### Section 504. Direct Federal Payment of State Obligations.

In no event, shall the USPFO make direct payment to a State contractor, State employee, contractor employee, or State vendor for any costs incurred by the State under this Special Military Project CA.

### Section 505. Interest.

The amount of interest due the United States on funds advanced to the State or of interest due the State shall be determined and paid in accordance with 31 U.S.C. § 6503 and the regulations as have been issued by the U.S. Department of Treasury and the Department of Defense, as amended.

#### ARTICLE VI - DEFINITIONS

### Section 601. Definitions.

Definitions identified in this Article are unique to this agreement. Definitions for general term and acronyms are listed in the NGR 5-1.

a. Special Military Project Cooperative Agreement.

A specific, non-standard/atypical document used as the vehicle to provide federal domestic assistance to a State, the District of Columbia, a Territory or Possession of the United States, a county, a city and or a political subdivision or instrumentality of a governmental authority listed herein.

#### ARTICLE VII - GENERAL PROVISIONS

## Section 701. Term of Agreement.

Unless sooner terminated by its terms, this Special Military Project CA shall terminate on 30 September 2012.

#### Section 702. Sole Benefit.

This Special Military Project CA is intended for the sole benefit of NGB and the State and is not intended to create any other beneficiaries.

### Section 703. Modification.

This Special Military Project CA may be modified only by a written instrument signed by the parties hereto.

## Section 704. Successors and Assigns.

This Special Military Project CA may not be assigned by a party without the express written consent of the other party. All covenants made under this Special Military Project CA shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

### Section 705. Entire Agreement.

This Special Military Project CA forms the entire agreement between the parties as to scope and subject matter of this Special Military Project CA. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Special Military Project CA.

#### Section 706. Severability.

If any provision of this Special Military Project CA is held judicially invalid, the remainder of the Agreement shall continue in force and effect to the extent not inconsistent with such holding.

# Section 707. Waiver of Breach.

If a party waives enforcement of any provision of this Special Military Project CA upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

### Section 708. Notices.

Any notice, transmittal, approval, or other official communication made under this Special Military Project CA shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the other party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated:

NGB David R. Holtgrieve, Colonel NGB USPFO NH, Bldg A, 1 Minuteman Way, Concord NH 03301-5607

State William N. Reddel III, Major General, The Adjutant General, 1 Minuteman Way, Concord NH 03301-5607

#### Section 709. Execution.

This Special Military Project CA may be executed in several counterparts, each of which shall be deemed an original.

#### Section 710. Conflict of Interest.

The Grantee shall insure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

#### Section 711. Access to and Retention of Records.

The Grantee shall afford any authorized representative of NGB, the Department of Defense, or the Comptroller General access to and the right to examine all records, books, papers, and documents ("Records") that are within the Grantee's custody or control and that relate to its performance under this Special Military Project CA. The Grantee shall retain all such records intact in a form, if not original documents, as may be approved by NGB for at least six (6) years and three (3) months following termination of this Special Military Project CA.

### Section 712. Change of Circumstances.

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Special Military Project CA.

### Section 713. Liability and Indemnity.

Except as stated in Section 716, nothing in this Special Military Project CA shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Special Military Project CA. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Special Military Project CA shall be determined according to applicable law.

#### Section 714. Reports.

In addition to any financial or other reports required by the terms of this Special Military Project CA, NGB may require the State to prepare reports or provide information relating to this Special Military Project CA. The State agrees to provide the reports within a reasonable time of request and in such detail as may be required.

### Section 715. Special State Requirements.

Changes to established requirements of this Special Military Project CA made necessary by governing state statutes will be processed in accordance with NGR 5-1. Upon NGB-JA acceptance of the submitted change or alteration, a complete statement of alterations or changes, along with their justification, shall be attached to this Special Military Project CA and will be considered a part thereof. If none, state NONE.

## Section 716. Government Furnished Equipment (GFE).

In addition to the Liability and Indemnity provisions in section 713, nothing in this MCA shall be construed as an indemnification by the United States of the State, its employees, agents, or third persons, for liability with respect to any and all claims, including, but not limited to: (1) claims for damages; and (2) claims for reimbursement arising from property loss, personal injury or accident damage related to the use, care, or operation of GFE. The Grantee's liability for lost or damaged GFE will be in accordance with applicable State laws. (NGR 5-1, Chapter 8). However, if state law would prohibit the US Government from being made whole for such damage and loss, GFE should not be provided.

#### ARTICLE VIII - APPLICABLE LAWS AND REGULATIONS

#### Section 801. Applicable Law.

This Special Military Project CA is incidental to the implementation of a Federal program. Accordingly, this Special Military Project CA shall be governed by and construed according to Federal law as it may affect the rights, remedies, and obligations of the United States.

## Section 802. Governing Regulations.

To the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARs) (DoD 3210.6-R) dated 13 Apr 98, 2 CFR Subtitle A, Chapter II Part 225, and NGR 5-1, are hereby incorporated into this Special Military Project CA by reference as if fully set forth herein, shall govern this Agreement.

#### Section 803. Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.
- b. On the basis of race, color or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 45.

## Section 804: Lobbying.

- a. The Grantee covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any CA; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or CA.
- b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

## Section 805: Drug-Free Work Place.

The Grantes covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Support B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.)

#### Section 806. Environmental Protection.

- a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:
  - (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder:
  - (3) The Resources Conservation and Recovery Act (RCRA);
  - (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
  - (5) The National Environmental Policy Act (NEPA);
  - (6) The Resources Conservation and Recovery Act (RCRA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- (9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].
- b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:
- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1958 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

### Section 807. Use of United States Flag Carriers.

- a. The State covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- b. The State agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7(b).

#### Section 808. Debarment and Suspension.

The state covenants and agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR Part 1125. The Grantee agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier

with whom the Grantee enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

## Section 809. Buy American Act.

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

## Section 810. Uniform Relocation Assistance and Real Property Acquisition.

The State covenants and agrees that it will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).

## Section 811. Copeland "Anti-Kickback" Act.

The State covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any pat of the compensation to which that person is entitled under a contract of employment.

#### Section 812. Contract Work Hours and Safety Standards Act.

The State covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

### ARTICLE IX - PROCUREMENT

#### Section 901. State Contracts.

The Grantee's acquisition of goods and services by the State in performance of this Special Military Project CA shall be according to applicable State contracting procedures, the standards and procedures contained in 32 CFR § 33.36 and this Special Military Project CA.

### Section 902. State Contract Flow-down.

Subject to existing contracts, the State is required to insert the substance of the provisions of Article VIII in all contracts issued under this Special Military Project CA, unless State laws or regulations offer more protection.

#### ARTICLE X - PROPERTY

# Section 1001. Equipment.

- a. Equipment purchased by the State under the terms of this agreement becomes the property of the State and will be managed, used and disposed of IAW 32 CFR 33.32 and NGR 5-1, Chapter 8.
- b. Equipment purchased by the federal government, including equipment acquired specifically for a National Guard Cooperative Agreement, vests in the Federal Government. This equipment shall be managed, used and accounted for as provided in 32 CFR § 33.32(f) and NGR 5-1, Chapter 8.
- c. Equipment purchased by the federal government and issued to the state is Government Furnished Equipment (GFE). The title of GFE vests in the federal government and cannot be transferred to the state and therefore cannot be considered as In-Kind Assistance (IKA).

## Section 1002. Operating Materials and Supplies.

- a. Items to be consumed in normal operations purchased by the State under the terms of this agreement become the property of the State and will be managed and disposed of IAW 32 CFR 33.33 and NGR 5-1, Chapter 8.
- b. Supplies purchased by the federal government shall be managed, used and accounted for as provided in 32 CFR § 33.33 and NGR 5-1, Chapter 8. State use of federal supplies and materials may be considered as IKA...

#### ARTICLE XI - LEGAL AUTHORITY

#### Section 1101. Legal Authority.

The Grantee represents and warrants that it is under no existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Special Military Project CA. The Grantee shall promptly notify NGB of any legal impediment that arises during the term of this Special Military Project CA that may prevent or hinder the Grantee's fulfillment of its obligations under this Agreement.

## Section 1102. Opinion of Counsel.

Concurrent with its execution of this Special Military Project CA, the Grantee shall furnish an opinion of counsel by the highest legal officer of the State, or his or her designee, that:

- a. The Grantee has the requisite authority to enter into this Special Military, Project CA;
- b. The Grantee can make the warranty set forth in Section 1101;
- c. The Grantee is empowered to assume the responsibilities and obligations the State proposes to undertake under this Special Military Project CA;
- d. The provisions of the Special Military Project CA intended to secure the interests of NGB are enforceable according to their terms;
  - e. The execution of this Special Military Project CA has been duly authorized; and,
- f. That the individual signing this Special Military Project CA on behalf of the State has the requisite legal authority to bind and obligate the State to the terms and conditions of the Agreement.

## ARTICLE XII - TERMINATION, ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS

#### Section 1201. Termination.

This Special Military Project CA may be terminated by either party according to the terms and conditions of 32 CFR § 33.44.

#### Section 1202. Enforcement.

NGB may take such actions to enforce the terms of this Special Military Project CA as may be provided for in and under the terms of 32 CFR § 33.43.

### Section 1203. Claims, Disputes Resolution and Appeals.

- a. Any claim made by the State arising out of this Special Military Project CA shall be presented in writing to the Grants Officer. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.
- b. Claims shall be made within 60 days after the basis of the claim is known or should have been known, whichever is earlier. It is the State's duty to include in its claim all information needed to demonstrate its timeliness.
- c. Upon receipt of a claim, the Grants Officer shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within 60 days of the date of the receipt of a claim. The determination shall be final unless appealed by the State pursuant to the provisions of this section.
  - d. Alternative Dispute Resolution (ADR).
- 1. Policy. It is NGB policy to try to resolve all issues concerning cooperative agreements at the Grants Officer's level. Grant Officers are encouraged to use ADR procedures to the maximum extent practicable.
- 2. Procedures. If a State decides to appeal a Grants Officer's decision, the Grants Officer shall encourage the State to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the parties determine to employ them.
  - e. Appeals.
- 1. Grant Appeal Authority. The CNGB shall designate a Grants Appeal Authority at the time of receipt of appeal.
- 2. Right of Appeal. The State has the right to appeal a Grants Officer's decision to the Grant Appeal Authority.
  - Appeal Procedures.
- (a) Notice of appeal. The TAG may appeal a decision of the Grants Officer within 90 days of receiving that decision, by filing a written notice of appeal to the Grant Appeal Authority and to the Grants Officer
- (b) Appeal file. Within 30 days of receiving the notice of appeal, the Grants Officer snal forward to the Grant Appeal Authority and the State the appeal file, which shall include copies of all documents relevant to the appeal.
- (c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Gran; Appeal Authority deems appropriate.
  - f Nothing in this section is intended to limit a State's right to any remedy under the law.

### ARTICLE XIII - Agreement Particulars.

The information below shall be recorded by the Grants Officer's Representative (GOR) for the compliance with the reporting requirements of the DoD Assistance Award Action Report System (DAADS) and the Federal Funding Accountability and Transparency Act of 2006.

a.	Grantee/Recipient Category:	Government
b.	Grantee/Recipient Type:	State of New Hampshire
C.	Grantee/Recipient DUNS:	066760232
ď.	Primary Place of Performance (Project Location):	State of New Hampshire

e.	Grantee/Recipient County	Merrim
	(Primary Place of Performance):	Concor
f.	Grantee/Recipient Congressional District	Merrima
	(Primary Place of Performance):	Concor
g.	Major Agency:	DOD
h.	Agency Code:	2100
i.	Funding Agency:	Army
i	Program Source Agency:	21

k. Transaction Type:

CFDA: l.

m. CFDA Program Title:

n. Program Source Account-Funding: o. Treasury Appropriation Code: p. Award/Obligation/Action Date:

q. Starting Date: r. Ending Date: s. Record Type: Fiscal Year/Quarter: nack rd nack rd

Cooperative Agreement

New Hampshire National Guard Deployment Cycle Program

2065 2065 TBD

30 September 10 30 September 12 SMP CA 2010/2<sup>nd</sup> QTR

#### APPENDICES AND ATTACHMENTS

#### APPENDIX 1

NEW HAMPSHIRE NATIONAL GUARD DEPLOYMENT CYCLE SUPPORT PROGRAM (DCSP)
COOPERATIVE AGREEMENT

The New Hampshire National Guard Deployment Cycle Support Program (DCSP) is in an established program whose purpose is to provide support to the New Hampshire Guard and reserve military families and military members deployed or returning from combat. The use of federal funds for 2010-2012 are for direct services and support to the provision of services, support and completion of care plans for service members and families and are non, service specific.

# A. The following services will be provided:

- 1. Implementation and management of a statewide Deployment Cycle Support Program (DCSP) for service members/families who are in the deployment cycle, <u>based upon the program model currently in use and reflected in the DCSP Manual.</u>
- 2. Services\* that meet the needs of service members and their families regardless of their geographic location in the State by providing adequately staffed offices located in regions of the State where the target population is more rural and isolated and in heavily populated regions of the State where additional offices/staff may be needed;
- 3. Appropriate personnel to work on some weekends in order to introduce the program to the target audience and to do intakes. The number of Care Coordinators required to participate will depends on the number of service members participating in the drill. Care Coordinators will be required at times to meet with service members/families at night. In the event of a crisis/emergency, the service member/families should be able to contact the Care Coordinator, or if not available, the Care Coordinator's program office, in order to identify their situation and obtain assistance as needed;
- 4. Education and training and make available to service members and their families the opportunity to request services from DCSP utilizing the process/tools identified in the DCSP Manual;
- 5. Acceptance and processing new referrals from service members and their families, assess, develop and implement care plan, including any appropriate services.
- 6. Identify, facilitate, and make available to service members and their families philanthropic sources of flexible funding for assistance with emergencies:
- 7. An expanded, and continuously updated list of all resources available to service members and their families:
- 8. Sufficient staffing levels to meet program goals and objectives, including program manager(s), supervisors, a strong team of trained care coordinators, and support staff:

- 9. Administer the DCSP program in a manner that meets all administrative requirements identified
- 10. Management of the program in a manner that results in DCSP recipients feeling well taken care of, able to access services with dignity, and feel that their needs are anticipated by the system;
- 11. Performance measures and evaluation processes that will be used to assure progress towards meeting the performance measures and the overall program objectives and goals.
- 12. Provide all documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of services of the Agreement to the Public Affairs Office of each Agency for review and approval prior to any release.
- 13. Administer funds in accordance with the regulatory guidelines applicable to Cooperative Agreements between the State and National Guard Bureau.
- \* Services provided will be comprehensive and include outreach, referral to Family Resource Centers/other agencies, and direct services to include:
  - · financial assistance/help related to reduced income during deployment
  - · child care/respite during crises or to facilitate employment of spouse
  - · home maintenance/repair
  - counseling (MH, marital, child/adolescent, etc)
  - support groups
  - vocational services
  - · cognitive behavioral therapy services
  - other services as needed

### APPENDIX 2

# Fiscal Year Funding Limitations.

- a. Approved Budget/Annual Funding Program (AFP): The total dollar amount that NGB anticipates, subject to the availability of funds, being available for reimbursement to the State for its costs in fulfilling its responsibilities under this Agreement. This amount may be increased or decreased by NGB during the fiscal year.
- b. Total Dollars Obligated: The total amount of funds obligated for NGB's share under this Agreement. Only funds obligated through a modification are available for reimbursement to the State. Funds shall be obligated as received by the CA PM.
- c. In accordance with Section 401 the following funding limitations are provided for each fiscal year as it occurs:

1. Fiscal Year 2010	: Approved Budget/(AFP)	Total Dollars Obligated
	\$_3,200,000.00	\$
2. Fiscal Year 2011	_: Approved Budget/(AFP)	. Total Dollars Obligated
	\$	S
3. Fiscal Year 2012	: Approved Budget/(AFP)	Total Dollars Obligated
4. Fiscal Year	_: Approved Budget/(AFP) \$	
	_: Approved Budget/(AFP)	_

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