



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

12 [Handwritten initials]

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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

September 3, 2013

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

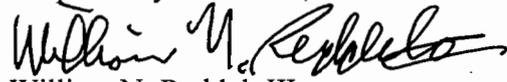
REQUESTED ACTION

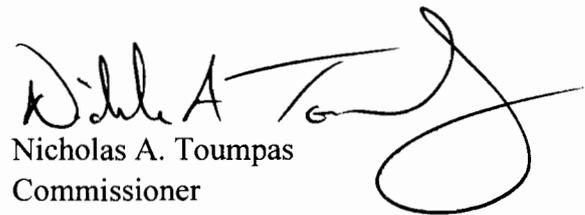
The Adjutant General's Department requests approval to exercise a time only, contract amendment with the Department of Health and Human Services (DHHS) for the Deployment Cycle Support Program (DCSP), by extending the end date of the current agreement from September 30, 2013 to September 30, 2014. This agreement was originally approved by Governor and Council on June 22, 2011, item #20, amended on August 8, 2012, item #15, amended on September 19, 2012, item #22, amended on March 6, 2013, item #4, and amended on May 1, 2013, item #6A.

EXPLANATION

The Special Military Cooperative Agreement (SMPCA) for the purposes of the DCSP expires on September 30, 2013 to include services provided by DHHS through their subcontractor (Easter Seals). An extension is requested to extend the program for one (1) year. The DCSP provides 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. 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 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, amended on 8/30/12, and amended on April 25, 2013, 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

This is a no-cost amendment.

2. Effective Date of Amendment :

The amendment end date is extended from September 30, 2013 to September 30, 2014.

3. Continuance of Agreement

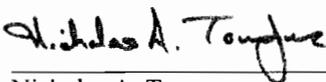
Except as specifically amended and modified above by the terms and conditions of this Amendment, the Inter-Agency Agreement and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

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

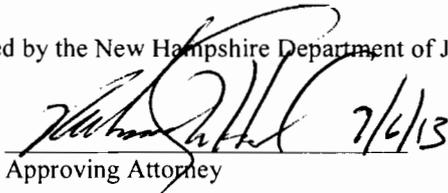
9/5/2013
Date



Nicholas A. Toumpas
Commissioner
Dept. of Health & Human Services

9/6/13
Date

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


Approving Attorney



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

NGNH-PFO

15 July 2013

MEMORANDUM FOR National Guard Bureau, ATTN: Chief, Grants and Cooperative Agreements Branch, 111 South George Mason Drive, AH2, Arlington, VA 22204-1373

SUBJECT: Request to Extend SMPCA W912TF-10-2-3075 NHNG Deployment Cycle Support Program (DCSP)

- 1. Request that you authorize an extension of the subject SMPCA until 30 September 2014.
- 2. This extension is vital to prevent interruption of essential services currently provided under the agreement. An extension until 30 September 2014 will provide the necessary lead time to implement a Federal contract as an alternative course of action.
3. I have briefed the Adjutant General and his staff on why a cooperative agreement is not desirable as an instrument for implementing this program. They understand the reasons for this and have examined options for replacing the SMPCA. Among the options examined were:
 - a. Ceasing the program.
 - b. Extending the SMPCA indefinitely.
 - c. Using existing PASS contracts.
 - d. Executing a Federal contract through the NHNG Joint Contracting Office.
4. The TAG rejected ceasing the program because of the vital nature of the services involved. The DCSP plays a critical and effective role in assisting New Hampshire service members and their families with the serious challenges they face due to deployments. The TAG believes ceasing the program would have a serious and measurable harmful effect on mission capability.
5. NGB-PARC-A has notified TAG-NH through the USPFO-NH that it cannot indefinitely extend the SMPCA because it lacks the authority to do so. New Hampshire has examined the possibility of inserting language in upcoming Federal legislation to authorize the SMPCA, but found this inexpedient.
6. A NHNG staff analysis of existing PASS contracts revealed that they were inadequate to perform the work currently being supported through the SMPCA. The NHNG identified two key problems with these contracts. One was a lack of accountability, due to an absence of effective reporting and metrics by which to verify the effectiveness of the contract. The other problem

NGNH-PFO

SUBJECT: Request to Extend SMPCA W912TF-10-2-3075 NHNG Deployment Cycle Support Program (DCSP)

was the geographic distribution of the work effort, which was found to be unsuitable for New Hampshire's needs. See enclosure 1.

7. TAG-NH has selected a local Federal contract as the best option for providing these services. A locally executed Federal contract can provide the full functionality of the existing SMPCA reimbursed State contract, with better management controls. Contracting authority is inherent in the purpose of the appropriation used to provide the services. This avoids the authority problem with the SMPCA.

8. The USPFO-NH contracting staff is not resourced for and has no experience in managing such social services contracts. Because of this, we need a substantial lead time to develop a viable statement of work, make manning changes, and implement an effective Federal contract. We believe that we can accomplish this task NLT 30 September 2014. See enclosures 2 and 3.

9. POC is the undersigned at 603-225-1230 or luis.n.maldonado.mil@mail.mil.

MALDONADO.LUIS.N 2013.07.15
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3 Encls

1. Analysis of Alternatives
2. DCSP Team Charter
3. Acquisition Plan

LUIS N. MALDONADO, CDFM
COL, NGB
USPFO for New Hampshire

CF:

TAG-NH

Program Manager, DCSP, NHNG

Deputy USPFO-NH

Chief of Contracting, USPFO-NH

Grants Officer Representative, USPFO-NH



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

G & C	5-1-13
ITEM #	6A

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

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

April 10, 2013

Stephanie L. Milender
Administrator

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

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 \$535,000.00 from \$2,525,000.00 to \$3,060,000.00 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, amended on September 19, 2012, item #22, amended on March 6, 2013, item #4, and amended on April 17, 2013, late item "A".

Funds are available in the following appropriation:

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

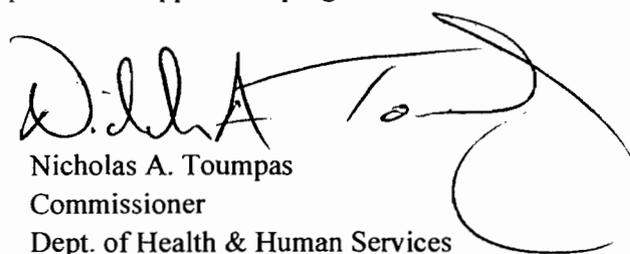
<u>Appropriation</u>	<u>Description</u>	<u>Current Amount</u>	<u>Increase</u>	<u>Total</u>
010-012-22770000-041-500801	Audit Fund Set Aside	\$ 2,523.00	\$ 535.00	\$ 3,058.00
010-012-22770000-217-500249	Inter-Agency Payments	\$ 2,522,477.00	\$ 534,465.00	\$ 3,056,942.00
			Total	\$ 3,060,000.00

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 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 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. Amendment and Modification of Inter-Agency Agreement

Amend Paragraph 7 of the Contract to increase the dollar amount by \$534,465 from \$2,522,477 to \$3,056,942.

2. Effective Date of Amendment

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

3. Continuance of Agreement

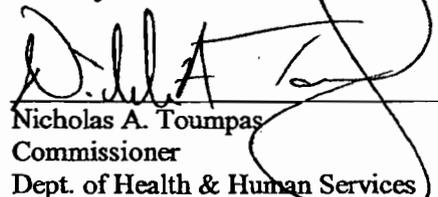
Except as specifically amended and modified by the terms and conditions of this Amendment, the Inter-Agency Agreement and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

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

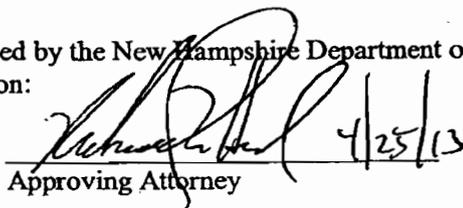
25 APR 13
Date



Nicholas A. Toumpas
Commissioner
Dept. of Health & Human Services

4/25/13
Date

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



Approving Attorney



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

NGNH-PFO

24 April 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 identify that the United States Property and Fiscal Office for New Hampshire is projected to receive the sum of \$535,000 from NGB to be used for the Special Military Project Agreement W912TF-10-2-3075, subject to the availability of funding. If the funds are received they will be in addition to previous Federal funding for the DCSP for a total of \$640,000 of FY13 funds available.
2. If received, the \$535,000 transfer from NGB would be used to reimburse the State for authorized expenditures in regards to Special Military Project Agreement W912TF-10-2-3075 for the remainder of FY13 operations, subject to the availability of funds.
3. If you have any questions, please contact SSG Phillip Frechette at (603)227-5177 or at Phillip.p.frechette.mil@mail.mil.

Encl


LUIS N. MALDONADO, CDFM
COL, NGB
USPFO for NH

CF:
Col Loiselle
MAJ Hogancamp

COOPERATIVE AGREEMENT MODIFICATION

Agreement/Appendix Title and Number: Special Military Project – W912TF-2-10-3075

Project Name/Description and Location: Deployment Cycle Support Program

Modification Number: P11001

ISSUED BY: JSPFO For NEW HAMPSHIRE NATIONAL GUARD BUREAU	ISSUED TO: THE ADJUTANT GENERAL STATE OF NEW HAMPSHIRE
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This modification is issued pursuant to the Authorities, 31 U.S.C. Chapter 63; MCA and Appendices Article VII, Sect 703; MCCA Article XII, Sect 1201 of the basic cooperative agreements. Mark purpose and obtain signatures as appropriate IAW NGR 5-1, Chapter 3.

- a. FUNDING
- b. TERMS AND CONDITIONS
- c. TERMINATION
- d. OTHER ADMINISTRATIVE

DESCRIPTION OF MODIFICATION:

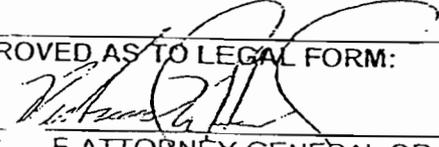
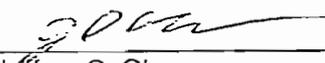
Extension of the SMPCA – NHNG Deployment Cycle Support Program, through 30 September 2013, per GCAPL12-5 issued 21 August 2012.

The extension makes no changes to the limitation on the obligation of funds. Funds must be obligated in the year in which they were appropriated.

EXECUTION

Except as provided herein, all terms and conditions of the Cooperative Agreement and/or Appendix remain unchanged in full force and effect.

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

THE STATE OF NEW HAMPSHIRE:  William N. Reddell III Maj Gen, NHNG The Adjutant General Date: <u>30 Aug 12</u>	NATIONAL GUARD BUREAU: BY:  Luis N. Maldonado, CDFM COL, NGB USPFO for New Hampshire Date: <u>30 Aug 12</u>
	NGB-OPR-PM: BY: _____ Date: _____
APPROVED AS TO LEGAL FORM:  STATE ATTORNEY GENERAL OR DESIGNEE Date: <u>8/31/12</u>	APPROVED AS TO LEGAL FORM: BY:  Jeffrey S. Chang, MAJ, NHNG Staff Judge Advocate Date: <u>29 August 2012</u>



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 maryellen.lewis@nbg.mil.

A handwritten signature in cursive script, appearing to read "Maryellen Lewis".

MARYELLEN LEWIS
Chief, NGB Grants and
Cooperative Agreements



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

G & C. 4-17-13
ITEM # LATE ITEM

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

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

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

April 10, 2013

Stephanie L. Milender
Administrator

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

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 \$35,000.00 from \$2,490,000.00 to \$2,525,000.00 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, amended on September 19, 2012, item #22, and amended on March 6, 2013, item #4.

Funds are available in the following appropriation:

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

<u>Appropriation</u>	<u>Description</u>	<u>Current Amount</u>	<u>Increase</u>	<u>Total</u>
010-012-22770000-041-500801	Audit Fund Set Aside	\$ 2,488.00	\$ 35.00	\$ 2,523.00
010-012-22770000-217-500249	Inter-Agency Payments	\$ 2,487,512.00	\$ 34,965.00	\$ 2,522,477.00
			Total	\$ 2,525,000.00

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 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 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. Amendment and Modification of Inter-Agency Agreement

Amend Paragraph 7 of the Contract to increase the dollar amount by \$34,965 from \$2,487,512 to \$2,522,477.

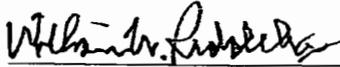
2. Effective Date of Amendment

This Amendment shall take effect upon approval of Governor and 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

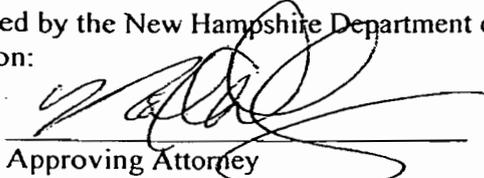
10 APR 13
Date



Nicholas A. Toumpas
Commissioner
Dept. of Health & Human Services

4/10/13
Date

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


Approving Attorney



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

NGNH-PFO

9 April 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 \$35,000 available for use in Special Military Project Agreement W912TF-10-2-3075. The funds are in addition to previous Federal funding for the DCSP for a total of \$105,000 of FY13 funds available.
2. These funds have been made available by a transfer of 206511D13 funds. Where the initial \$70,000 in 0100 Funds can be used for all Military Services, it is important to note that 2065 Funds can only be used to fund NH Army National Guard operations and services. The State must implement management control procedures to insure only members of the Army National Guard and their families receive services supported by these funds. The State may not use these funds to support services provided to members of other services or components or their families.
3. If you have any questions, please contact SSG Phillip Frechette at (603)227-5177.

Encl


LUIS N. MALDONADO, CDFM
COL, NGB
USPFO for NH

CF:
Col Loiselle
MAJ Hogancamp

COOPERATIVE AGREEMENT MODIFICATION

Agreement/Appendix Title and Number: Special Military Project – W912TF-2-10-3075

Project Name/Description and Location: Deployment Cycle Support Program

Modification Number: P11001

ISSUED BY:

JSPFO For NEW HAMPSHIRE
NATIONAL GUARD BUREAU

ISSUED TO:

THE ADJUTANT GENERAL
STATE OF NEW HAMPSHIRE

This modification is issued pursuant to the Authorities, 31 U.S.C. Chapter 63; MCA and Appendices Article VII, Sect 703; MCCA Article XII, Sect 1201 of the basic cooperative agreements. Mark purpose and obtain signatures as appropriate IAW NGR 5-1, Chapter 3.

- a. FUNDING
- b. TERMS AND CONDITIONS
- c. TERMINATION
- d. OTHER ADMINISTRATIVE

DESCRIPTION OF MODIFICATION:

Extension of the SMPCA – NHNG Deployment Cycle Support Program, through 30 September 2013, per GCAPL12-5 issued 21 August 2012.

The extension makes no changes to the limitation on the obligation of funds. Funds must be obligated in the year in which they were appropriated.

EXECUTION

Except as provided herein, all terms and conditions of the Cooperative Agreement and/or Appendix remain unchanged in full force and effect.

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

STATE OF NEW HAMPSHIRE:



William N. Reddell III
Maj Gen, NHNG
The Adjutant General

Date: 30 Aug 12

NATIONAL GUARD BUREAU:

BY: 

Luis N. Maldonado, CDFM
COL, NGB
USPFO for New Hampshire

Date: 30 Aug 12

NGB-OPR-PM:

BY: _____

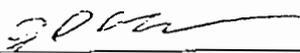
Date: _____

APPROVED AS TO LEGAL FORM:


STATE ATTORNEY GENERAL OR
DESIGNEE

Date: 8/31/12

APPROVED AS TO LEGAL FORM:

BY: 

Jeffrey S. Chang,
MAJ, NHNG
Staff Judge Advocate

Date: 29 August 2012



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 maryellen.lewis@ngb.mil.

A handwritten signature in cursive script, appearing to read "Maryellen Lewis".

MARYELLEN LEWIS
Chief, NGB Grants and
Cooperative Agreements



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

G & C 3-6-13
ITEM # 4

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

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

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

February 13, 2013

Stephanie L. Milender
Administrator

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

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:

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

<u>Appropriation</u>	<u>Description</u>	<u>Current Amount</u>	<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

STATE OF NEW HAMPSHIRE
INTER-AGENCY AGREEMENT
AMENDMENT

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

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

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

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

W THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Inter-Agency reement, 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.

2. Effective Date of Amendment

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

3. Continuance of Agreement

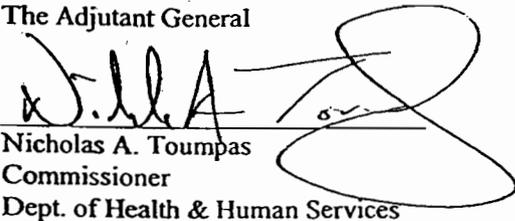
Except as specifically amended and modified by the terms and conditions of this Amendment, the Inter-Agency Agreement and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

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

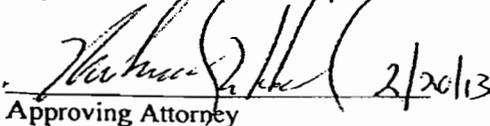
13 FEB 13
Date



Nicholas A. Toumpas
Commissioner
Dept. of Health & Human Services

2/19/13
Date

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



Approving Attorney



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

NGNH-PFO

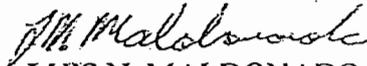
6 February 2013

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


LUIS N. MALDONADO, CDFM
COL, NGB
USPFO for NH

CF:
MAJ Hogancamp
Kelly Trudelle

COOPERATIVE AGREEMENT MODIFICATION

Agreement/Appendix Title and Number: Special Military Project – W912TF-2-10-3075

Project Name/Description and Location: Deployment Cycle Support Program

Modification Number: P11001

ISSUED BY:

JSPFO For NEW HAMPSHIRE
NATIONAL GUARD BUREAU

ISSUED TO:

THE ADJUTANT GENERAL
STATE OF NEW HAMPSHIRE

This modification is issued pursuant to the Authorities, 31 U.S.C. Chapter 63; MCA and Appendices Article VII, Sect 703; MCCA Article XII, Sect 1201 of the basic cooperative agreements. Mark purpose and obtain signatures as appropriate IAW NGR 5-1, Chapter 3.

- a. FUNDING
- b. TERMS AND CONDITIONS
- c. TERMINATION
- d. OTHER ADMINISTRATIVE

DESCRIPTION OF MODIFICATION:

Extension of the SMPCA – NHNG Deployment Cycle Support Program, through 30 September 2013, per GCAPL12-5 issued 21 August 2012.

The extension makes no changes to the limitation on the obligation of funds. Funds must be obligated in the year in which they were appropriated.

EXECUTION

Except as provided herein, all terms and conditions of the Cooperative Agreement and/or Appendix remain unchanged in full force and effect.

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

STATE OF NEW HAMPSHIRE:



William N. Reddell III
Maj Gen, NHNG
The Adjutant General

Date: 30 Aug 12

NATIONAL GUARD BUREAU:

BY: 

Luis N. Maldonado, CDFM
COL, NGB
USPFO for New Hampshire

Date: 30 Aug 12

NGB-OPR-PM:

BY: _____

Date: _____

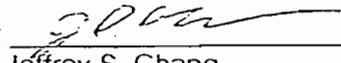
APPROVED AS TO LEGAL FORM:



STATE ATTORNEY GENERAL OR
DESIGNEE

Date: 8/31/12

APPROVED AS TO LEGAL FORM:

BY: 

Jeffrey S. Chang,
MAJ, NHNG
Staff Judge Advocate

Date: 29 August 2012



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 maryellen.lewis@nqb.mil.

A handwritten signature in cursive script, appearing to read "Maryellen Lewis".

MARYELLEN LEWIS
Chief, NGB Grants and
Cooperative Agreements



STATE OF NEW HAMPSHIRE
 THE ADJUTANT GENERAL'S DEPARTMENT
 BUSINESS ADMINISTRATION
 STATE MILITARY RESERVATION
 4 PEMBROKE ROAD
 CONCORD, NEW HAMPSHIRE 03301-5652

G & C	9-19-12
Item #	22

William N. Reddel, III, Major General
 Adjutant General

Thomas J. Protzmann, Brigadier General
 Deputy Adjutant General

Thomas L. Milender
 Administrator

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

August 27, 2012

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

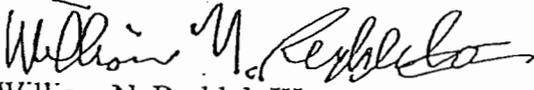
REQUESTED ACTION

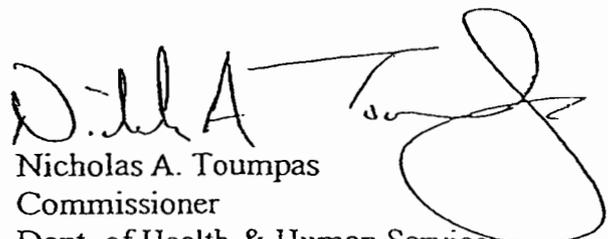
Authorize the Adjutant General's Department to amend a contract with the Department of Health and Human Services (DHHS) for the Deployment Cycle Support Program (DCSP) by extending the completion date to September 30, 2013 from the original date of September 30, 2012. This agreement was originally approved 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 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

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. Amendment and Modification of Inter-Agency Agreement

- 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

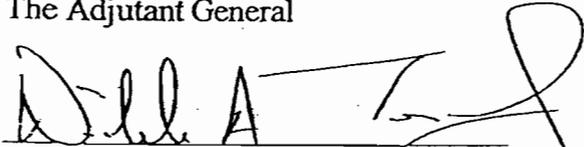
Except as specifically amended and modified by the terms and conditions of this Amendment, the Inter-Agency Agreement and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

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

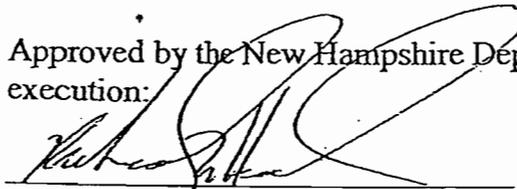
8/30/12
Date



Nicholas A. Toumpas
Commissioner
Dept. of Health & Human Services

8/30/12
Date

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



Approving Attorney

COOPERATIVE AGREEMENT MODIFICATION

Agreement/Appendix Title and Number: Special Military Project – W912TF-2-10-3075

Project Name/Description and Location: Deployment Cycle Support Program

Modification Number: P11001

ISSUED BY: SPFO For NEW HAMPSHIRE NATIONAL GUARD BUREAU	ISSUED TO: THE ADJUTANT GENERAL STATE OF NEW HAMPSHIRE
---	--

This modification is issued pursuant to the Authorities, 31 U.S.C. Chapter 63; MCA and Appendices Article VII, Sect 703; MCCA Article XII, Sect 1201 of the basic cooperative agreements. Mark purpose and obtain signatures as appropriate IAW NGR 5-1, Chapter 3.

- a. FUNDING
- b. TERMS AND CONDITIONS
- c. TERMINATION
- d. OTHER ADMINISTRATIVE

DESCRIPTION OF MODIFICATION:

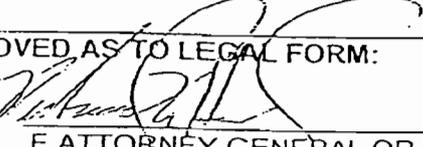
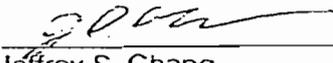
Extension of the SMPCA – NHNG Deployment Cycle Support Program, through 30 September 2013, per GCAPL12-5 issued 21 August 2012.

The extension makes no changes to the limitation on the obligation of funds. Funds must be obligated in the year in which they were appropriated.

EXECUTION

Except as provided herein, all terms and conditions of the Cooperative Agreement and/or Appendix remain unchanged in force and effect.

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

STATE OF NEW HAMPSHIRE:  William N. Reddell III Maj Gen, NHNG The Adjutant General Date: <u>30 Aug 12</u>	NATIONAL GUARD BUREAU: BY:  Luis N. Maldonado, CDFM COL, NGB USPFO for New Hampshire Date: <u>30 Aug 12</u>
	NGB-OPR-PM: BY: _____ Date: _____
APPROVED AS TO LEGAL FORM:  STATE ATTORNEY GENERAL OR DESIGNEE Date: <u>8/31/12</u>	APPROVED AS TO LEGAL FORM: BY:  Jeffrey S. Chang, MAJ, NHNG Staff Judge Advocate Date: <u>29 August 2012</u>



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 maryellen.lewis@nqb.mil.


MARYELLEN LEWIS
Chief, NGB Grants and
Cooperative Agreements



STATE OF NEW HAMPSHIRE
 THE ADJUTANT GENERAL'S DEPARTMENT
 BUSINESS ADMINISTRATION
 STATE MILITARY RESERVATION
 4 PEMBROKE ROAD
 CONCORD, NEW HAMPSHIRE 03301-5652

G & C 8-8-12
 Item # 15

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

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

*Lyn J. Protzmann, Brigadier General
 Adjutant General*

July 2, 2012

*Janice L. Milender
 Administrator*

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

REQUESTED ACTION

I 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 serve 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:

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

<u>Appropriation</u>	<u>Description</u>	<u>Current Amount</u>	<u>Increase</u>	<u>Total</u>
02-12-22770000-041-500801	Audit Fund Set Aside	\$ 1,998.00	\$ 420.00	\$ 2,418.00
02-12-22770000-217-500249	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 support 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 be requested to support this program.

Respectfully submitted,

William N. Reddel, III

William N. Reddel, III
 Major General, NH National Guard

Nicholas A. Toumpas
 Nicholas A. Toumpas
 Commissioner



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



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 Loisel at 227-1597 or at Paul.n.loiselle@us.army.mil.

//SIGNED//

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



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

G & C 6-22-11
Item # 20

JUN 7 2011

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

Carolyn J. Proetzmann, Brigadier General
Deputy Adjutant General

Stephen L. Miltner
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. 100% Federal Funds.

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

<u>Fiscal Year</u>	<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

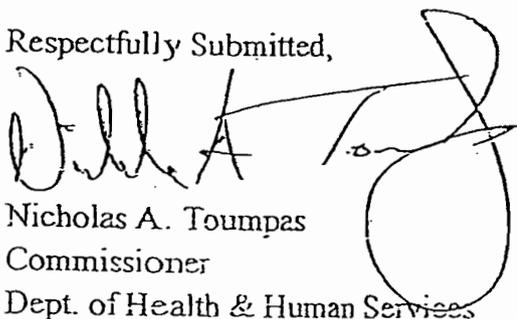
The two primary objectives of the DCSP are to provide support to military members and their families during pre-deployment and to follow up and provide necessary support throughout the deployment, post deployment and re-entry or normalization period and to implement a New Hampshire National Guard (NHNG) 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

His Excellency, Governor John H. Lynch
and the Honorable Council

Concord, New Hampshire 03301

Page 2

Respectfully Submitted,

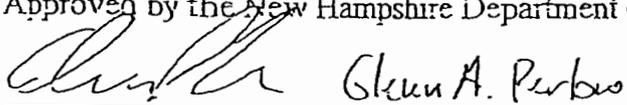


Nicholas A. Toumpas
Commissioner
Dept. of Health & Human Services



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:



Glenn A. Perbo

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 May 23, 2011 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

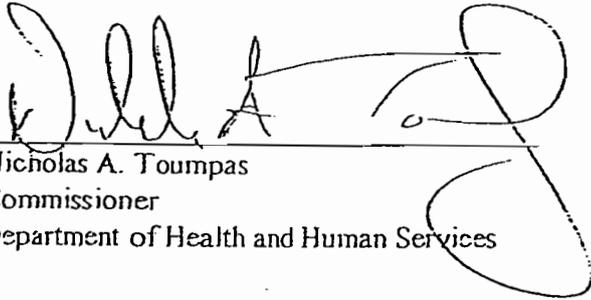
8. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of services of the Agreement shall include the following statement, "The preparation of this (report, document, etc.) was financed under agreement with the State of New Hampshire, 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.

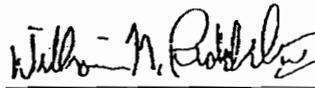
IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
DEPT. OF HEALTH & HUMAN SERVICES



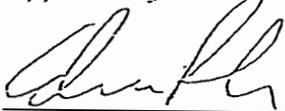
Nicholas A. Toumpas
Commissioner
Department of Health and Human Services

STATE OF NEW HAMPSHIRE
ADJUTANT GENERAL'S DEPARTMENT



William N. Reddel, III
Major General, New Hampshire National Guard
The Adjutant General

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



Glenn A. Perlou, Sr. Asst. Atty. General

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 <u>New Hampshire</u> BY: <u>William N. Reddel III</u> William N. Reddel III Major General, NHNG The Adjutant General <u>12 March 10</u> Date	NATIONAL GUARD BUREAU BY: <u>David R. Holtgrieve</u> David R. Holtgrieve, CDFM COL, NGB USPFO for NH <u>12 MAR 10</u> Date
Approved as to legal form: <u>[Signature]</u> State Counsel <u>DEPUTY ATTORNEY GENERAL</u> <u>3/12/10</u>	Approved as to budget form: _____ NGB-OPR-PM
	Approved as to legal form: <u>[Signature]</u> 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.

c. 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 NGB 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.

c. If any funds provided by NGB under this Special Military Project CA are available for obligation by the Grantee for more than one Fiscal Year, the limitation on availability of funds for Grantee obligation, shall be as provided in paragraphs a. and b. for 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 USPFDO 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 Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart 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 1968 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, and 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 part 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.

3. 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 shall 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 Grant 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 |
| d. Primary Place of Performance (Project Location): | State of New Hampshire |
|
 | |
| e. Grantee/Recipient County
(Primary Place of Performance): | Merrimack
Concord |
| f. Grantee/Recipient Congressional District
(Primary Place of Performance): | Merrimack
Concord |
| g. Major Agency: | DOD |
| h. Agency Code: | 2100 |
| i. Funding Agency: | Army |
| j. Program Source Agency: | 21 |
| k. Transaction Type: | Cooperative Agreement |
| l. CFDA: | |
| m. CFDA Program Title: | New Hampshire National Guard
Deployment Cycle Program |
| n. Program Source Account-Funding: | 2065 |
| o. Treasury Appropriation Code: | 2065 |
| p. Award/Obligation/Action Date: | TBD |
| q. Starting Date: | 30 September 10 |
| r. Ending Date: | 30 September 12 |
| s. Record Type: | SMP CA |
| t. Fiscal Year/Quarter: | 2010/2 nd 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, based upon the program model currently in use and reflected in the DCSP Manual.
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 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;
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/respice 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 _____	\$ <u>2,597,402.⁰⁰</u>
		2,000,000. ⁰⁰
2. Fiscal Year 2011_____:	Approved Budget/(AFP)	Total Dollars Obligated
	\$ _____	\$ <u>+ 420,000.⁰⁰</u>
		+ 70,000. ⁰⁰
3. Fiscal Year 2012_____:	Approved Budget/(AFP)	Total Dollars Obligated
	\$ _____	\$ <u>+ 35,000.⁰⁰</u>
		+ 525,000. ⁰⁰
4. Fiscal Year <u>2013</u> _____:	Approved Budget/(AFP)	Total Dollars Obligated
	\$ _____	\$ <u>3,060,000.⁰⁰</u>
5. Fiscal Year <u>2014</u> _____:	Approved Budget/(AFP)	Total Dollars Obligated
	\$ _____	\$ _____

From: Maldonado, Luis N COL USARMY (US) [luis.n.maldonado.mil@mail.mil]
Sent: Friday, September 06, 2013 8:53 AM
To: Wittenberg, Doreen
Cc: Protzmann, Carolyn J BGEN USAF (US); Loisel, Paul N COL USAF (US); Thompson, Cynthia 1LT USARMY NG NHANG (US)
Subject: DCSP Grant

The Federal award of funds for the Care Coordination Program is in place. The Mods signed by me as the Grants Officer and by the TAG's representative constitute the official grant award documents. The Federal Program Manager has reviewed the State's contract with Easter Seal and verified that the contract amount matches the award amount.

The funds used in the award are Federal FY13 funds. These funds will remain available for reimbursing the State to cover allowable expenses of the contract until 30 Sep 14.

NGB has chosen not to extend the award to FFY 14. This means that no FFY 14 funds can be added to the award. However, due to the State having encumbered its funds in the ES contract before 30 Sep 13, we can continue to use the FFY 13 funds in the current award to accomplish the purpose of the grant.

Please let me know if you have any questions or need any more information.

Luis

**COL Luis N. Maldonado
USPFO for New Hampshire**