



STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

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

11 *DGC*

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

June 14, 2013

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
Concord, New Hampshire 03301

*100% Federal*

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

**REQUESTED ACTION**

- (1) Pursuant to RSA 14:30-a, VI, authorize the Adjutant General's Department to accept and expend additional federal funds in the amount of \$585,000.00 from the National Guard Bureau for the purpose of Deployment Cycle Support Program (DCSP) for the period of Fiscal Committee and Governor and Council Approval through September 30, 2013.
- (2) Authorize the Adjutant General's Department to enter into an Inter-Agency Agreement with the Department of Health and Human Services (DHHS) for this Deployment Cycle Support Program, for the period of Governor and Council Approval through September 30, 2013. 100% Federal Funds.

The federal funds noted above are to be budgeted as follow:

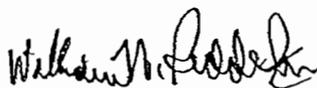
**State FY2014 Deployment Cycle Support Program, 010-012-22770000**

<u>Object Class</u>	<u>Description</u>	<u>FY 2014 Proposed Budget</u>	<u>Requested Change</u>	<u>New Proposed Budget</u>
041-500801	Audit Fund Set Aside	\$0.00	\$585.00	\$585.00
217-502682	Inter-Agency Payments	\$1.00	\$584,415.00	\$584,416.00
	Totals:	\$1.00	\$585,000.00	\$585,001.00
<b>Source of Funds</b>				
000	Federal Government	(\$1.00)	(\$585,000.00)	(\$585,001.00)

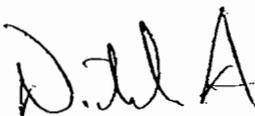
EXPLANATION

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 through 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

FISCAL SITUATION

FFY 2013 Grant Funds Allocated to SFY 2013	\$640,000.00
Additional FFY 2013 Grant Funds Allocated SFY 2014	<u>\$585,000.00</u>
Total of FFY 2013 Grant Award	<u>\$1,225,000.00</u>
SFY 2014 Proposed Budget Appropriation for FFY 2013	\$0.00
Additional FFY 2013 Grant Funds Allocated to SFY 2014	<u>\$585,000.00</u>
FFY 2013 Grant Funds Allocated to SFY 2014	<u>\$585,000.00</u>

## 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 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, 2013 through September 30, 2013.
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

Brig. Gen. Carolyn Protzmann  
One Minuteman Way  
Concord, NH 03301-5607  
Phone: (603) 225-1302

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 **\$584,415.00**. 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

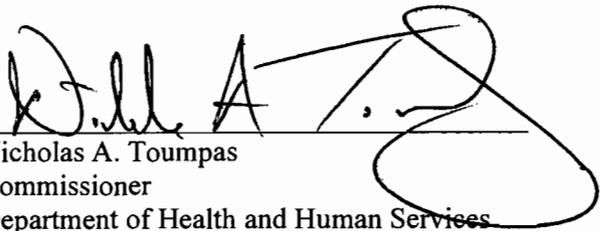
8. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of services of the Agreement shall include the following statement, "The preparation of this (report, document, etc.) was financed under agreement with the State of New Hampshire,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

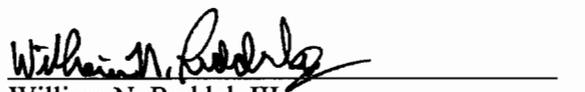
IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE  
DEPT. OF HEALTH & HUMAN SERVICES



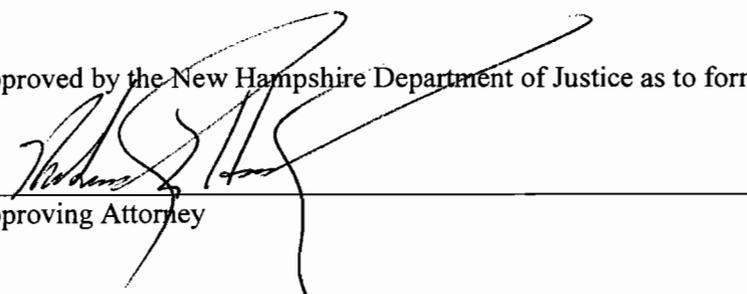
Nicholas A. Toumpas  
Commissioner  
Department of Health and Human Services

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:



Approving Attorney



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

NGNH-PFO

11 June 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 \$585,000 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 a transfer of 0100 Limit 6048 funds from the Army Budget Office (ABO). The funds are to be used for outreach services to military personnel and their families involved with the DCSP.
3. If you have any questions, please contact SSG Phillip Frechette at (603) 227-5177 or at [Phillip.p.frechette.mil@mail.mil](mailto:Phillip.p.frechette.mil@mail.mil).

Encl

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

CF:  
Col Loiselle  
MAJ Strevig

**COOPERATIVE AGREEMENT MODIFICATION**

AGREEMENT NO. W912TF-10-2-3075	FY13	PAGE 1 OF 1 PAGES
MODIFICATION NO. P13004		DATED: 11 June 2013
ISSUED BY: COL Luis N. Maldonado		ISSUED TO: Maj. Gen. William N. Reddel III
NATIONAL GUARD BUREAU		THE STATE OF NEW HAMPSHIRE

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

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

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

- Transfer of \$585,000 in 0100 Funds from NGB

See Attached Funding Documents

**Section**

	Previous	Adjustment	New Appendix Total
<b>100% Federal Share</b>			
Direct Funds	\$640,000.00	\$585,000.00	\$1,225,000.00
IKA	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
IKA	\$0.00	\$0.00	\$0.00
<b>75% Federal Share</b>			
Direct Funds	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
<b>50% Federal Share</b>			
Direct Funds	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
<b>FEDERAL SUBTOTAL</b>	<b>\$640,000.00</b>	<b>\$585,000.00</b>	<b>\$1,225,000.00</b>
50% State Share	\$0.00	\$0.00	\$0.00
25% State Share	\$0.00	\$0.00	\$0.00
Program Income	\$0.00	\$0.00	\$0.00
<b>STATE SUBTOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GRAND TOTAL</b>	<b>\$640,000.00</b>	<b>\$585,000.00</b>	<b>\$1,225,000.00</b>

**EXECUTION**

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

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

<p align="center"><u>THE STATE OF NEW HAMPSHIRE</u></p> <p align="center"><i>William N. Reddel III</i></p> <p>BY: <u>MG William N. Reddel III</u> Name</p> <p align="center"><u>ADJUTANT GENERAL</u> Title</p> <p align="center"><u>12 JUN 13</u> Date</p>	<p align="center"><u>NATIONAL GUARD BUREAU</u></p> <p align="center"><i>L N Maldonado</i></p> <p>BY: <u>COL LUIS N. MALDONADO</u> Name</p> <p align="center"><u>USPFO FOR NEW HAMPSHIRE</u> Title</p> <p align="center"><u>12 JUN 13</u> Date</p>
Approved as to legal form:  Counsel _____	Approved as to legal form:  Counsel _____

NEW HAMPSHIRE NATIONAL GUARD

NHNG-SMFS

11 June 2013

MEMORANDUM FOR USPFO FOR NEW HAMPSHIRE, ATTN: USPFO-GOR, 1 MINUTEMAN WAY, CONCORD, NH 03301

SUBJECT: Request for Cooperative Agreement Action

1. Request modification to Appendix 3075, W912TF-10-3075, NHNG Deployment Cycle Support Program (DCSP) Cooperative Agreement
2. This modification P13004 is necessary to increase FY13 funds, Appendix 3075,
3. Funding limitations should be changed as follows:

	Previous	Adjustment	New Appendix Total
<b>100% Federal Share</b>			
Direct Funds	\$640,000.00	\$585,000.00	\$1,225,000
IKA	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
IKA	\$0.00	\$0.00	\$0.00
<b>75% Federal Share</b>	\$0.00	\$0.00	\$0.00
Direct Funds	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
<b>50% Federal Share</b>	\$0.00	\$0.00	\$0.00
Direct Funds	\$0.00	\$0.00	\$0.00
Reimbursable Funds	\$0.00	\$0.00	\$0.00
<b>FEDERAL SUBTOTAL</b>	<b>\$640,000.00</b>	<b>\$585,000.00</b>	<b>\$1,225,000</b>
<b>50% State Share</b>	\$0.00	\$0.00	\$0.00
<b>25% State Share</b>	\$0.00	\$0.00	\$0.00
<b>Program Income</b>	\$0.00	\$0.00	\$0.00
<b>STATE SUBTOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GRAND TOTAL</b>	<b>\$640,000.00</b>	<b>\$585,000.00</b>	<b>\$1,225,000</b>

4. POC is Robin Trudelle, x1594.



PAUL N. LOISELLE  
COL, NHNG  
Program Director

# 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:

USPFO 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.

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

THE STATE OF NEW HAMPSHIRE:

BY: William N. Reddell III

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

Date: 30 Aug 12

NATIONAL GUARD BUREAU:

BY: Luis N. Maldonado

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

Date: 30 Aug 12

NGB-OPR-PM:

BY: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

BY: Robert G. [Signature]  
STATE ATTORNEY GENERAL OR  
DESIGNEE

Date: 8/31/12

APPROVED AS TO LEGAL FORM:

BY: Jeffrey S. Chang  
JEFFREY S. CHANG  
Staff Judge Advocate

Date: 29 August 2012

**Agreement Particulars :**

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

**COMPLETION INSTRUCTIONS FOR COOPERATIVE AGREEMENT MODIFICATION FORM**

- 1- AGREEMENT TITLE AND NUMBER: Enter the Agreement name and number as it appears on the basic document.
- 2- PROJECT NAME AND LOCATION: Enter information only if the modification is for a Military Construction Cooperative Agreement. Enter the project name and location as it Appears on the basic document.
- 3- MODIFICATION NUMBER: Enter a number. This number is for local use and is locally assigned. Create a series of letters and/or numbers to meet internal needs for distinguishing between various agreements.
- 4- ISSUED BY: Enter local Grantor/NGB representative; normally this would be the USPFO for *State/Territory/District* and location address.
- 5- ISSUED TO: Enter local Grantee/*State/Territory/District* representative; this is The Adjutant General for *State/Territory/District* and location address to include County and Zip Code-4, Congressional District, and Country.
- 6- THIS MODIFICATION IS ISSUED...: Mark the box or boxes appropriate to the reason for the modification.
- 7- DESCRIPTION OF ...: Enter a description/explanation of action(s) to be taken as a result of this modification. Enter information provided by a CA PM or NGB-OPR-PM as necessary. The last paragraph/item must be the total award amount.
- 8- EXECUTION BLOCKS: Enter the official signature block of the authorized individual signing. Normally for checked boxes a. and/or d., only the Execution blocks for The Adjutant General and the National Guard Bureau signatories need to be completed. ; Normally for checked boxes b. and/or c., all the Execution blocks need to be completed. Reference NGR 5-1, Chapter 3.
- 9-AGREEMENT PARTICULARS Self-explanatory. Each data element *shall* be completed.

**DISTRIBUTION OF COMPLETED COOPERATIVE AGREEMENT MODIFICATION**

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

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



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

21 August 2012

NGB-PARC-A

MEMORANDUM FOR THE USPFO FOR NEW HAMPSHIRE

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

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

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

MARYELLEN LEWIS  
Chief, NGB Grants and  
Cooperative Agreements

<b>SPECIAL MILITARY PROJECT COOPERATIVE AGREEMENT</b> 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> 3/12/10	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 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 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.

## ARTICLE V - PAYMENT

### Section 501. General.

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

### Section 502. Payment by Reimbursement Method.

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

### Section 503. Payment by Advance Method.

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

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

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

### Section 505. Interest.

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

ARTICLE 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

## 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.).

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 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 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.

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;

APPENDIX 2

Fiscal Year Funding Limitations.

a. **Approved Budget/Annual Funding Program (AFP):** The total dollar amount that NGB anticipates, subject to the availability of funds, being available for reimbursement to the State for its costs in fulfilling its responsibilities under this Agreement. This amount may be increased or decreased by NGB during the fiscal year.

b. **Total Dollars Obligated:** The total amount of funds obligated for NGB's share under this Agreement. Only funds obligated through a modification are available for reimbursement to the State. Funds shall be obligated as received by the CA PM.

c. In accordance with Section 401 the following funding limitations are provided for each fiscal year as it occurs:

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