



STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General
The Adjutant General

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September 14, 2023

The Honorable Ken Weyler, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

His Excellency Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

- 1) Pursuant to RSA 14:30-a, VI, the Department of Military Affairs and Veterans Services respectfully requests authorization to accept and expend additional Federal Funds in the amount of \$168,645.00 from the Department of Veterans Affairs to fund the New Hampshire State Approving Agency Program or the "SAA". Effective upon Fiscal Committee of the General Court and Governor and Council approval through September 30, 2024. 100% Federal Funds
- 2) Pursuant to RSA 124:15 and contingent upon approval of Requested Action #1, authorize the Department of Military Affairs and Veterans Services to create one temporary full-time Program Specialist IV (LG 25) position, to manage a State Approving Agency Program. Effective upon Fiscal Committee of the General Court and Governor and Council approval through September 30, 2024. 100% Federal Funds.

Funds are to be budgeted in the following accounts:

02-12-12-121010-NEWXXXX Dept. of Military Affairs and Veterans Services-State Approving Agency

<u>Class</u>	<u>Description</u>	<u>FY2024</u> <u>Appropriation</u>	<u>Requested</u> <u>Change</u>	<u>FY2024</u> <u>Adjusted Budget</u>
020-500200	Current Expenses	\$0.00	\$7,000.00	\$7,000.00
030-500301	Equipment New/Replacement	\$0.00	\$10,000.00	\$10,000.00
040-501587	Indirect Costs	\$0.00	\$16,865.00	\$16,865.00
041-500801	Audit Fund Set Aside	\$0.00	\$169.00	\$169.00
042-500620	Post Retirement	\$0.00	\$4,422.00	\$4,422.00
059-500117	Temp Full Time	\$0.00	\$68,450.00	\$68,450.00
060-500601	Benefits	\$0.00	\$50,910.00	\$50,910.00
070-500704	In State Travel	\$0.00	\$10,829.00	\$10,829.00
	Totals:	<u>\$0.00</u>	<u>\$168,645.00</u>	<u>\$168,645.00</u>
Source of Funds				
000-400338	Federal Fund	<u>\$0.00</u>	<u>(\$168,645.00)</u>	<u>(\$168,645.00)</u>

September 14, 2023
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EXPLANATION

The Department of Military Affairs and Veterans Services requests authorization to accept and expend additional Federal Funds in the amount of \$168,645.00 to create a State Approving Agency Program. This program will require an educational institution and/or training establishment desiring to secure approval of courses or programs, or organizations desiring to provide testing for a license or certification, to be pursued by veterans and eligible persons using the G.I Bill in accordance with the provisions of chapters 30, 32, 33, 34, 35 and 36 of title 38, United States Code and section 510 and chapters 1606 and 1607 of title 10, United States Code.

Funds are requested for the following purposes:

- Class 020 - Current Expenses will be used to cover all program supplies.
- Class 030 - Equipment New/Replacement: to purchase a computer and a workstation for the new position.
- Class 040 - Indirect Costs: add the required 10% Department Indirect Costs.
- Class 041 - Audit Fund Set Aside: for additional 0.1% audit fund set aside requirements.
- Class 042 - Post Retirement: add the required post-retirement rate Department cost.
- Class 059 - Temp Full Time: new position's salary.
- Class 060 - Benefits: new position's benefits.
- Class 070 - In State Travel: new position's in state travel expenses.

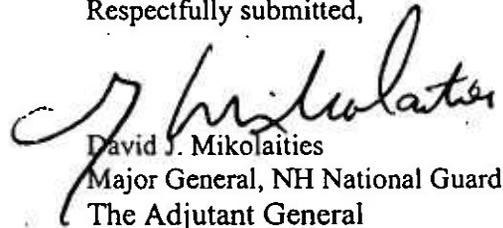
The following information is provided in accordance with the Comptroller's instructional memorandum dated September 21, 1981.

- 1) List of personnel involved: One Program Specialist IV position.
- 2) Nature, Need, and Duration: The position will manage the State Approving Agency program.
- 3) Relationship to existing agency programs: These funds and the new position will be used as a new program from Veterans Affairs.
- 4) Has a similar program been requested of the legislature and denied? No
- 5) Why wasn't funding included in the agency's budget request? These additional funds were not anticipated during the formulation of the FY 24 budget.
- 6) Can portions of the grant funds be utilized? No
- 7) Estimate the funds required to continue this position(s): Approximately \$169,000 annually.

In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Your favorable action on this request is appreciated.

Respectfully submitted,


David J. Mikolaities
Major General, NH National Guard
The Adjutant General

FISCAL SITUATION 02-12-12-121010-NEWXXXX

FFY 2024 Additional Award to SFY 2024 Budget Appropriation	\$168,645.00
Less: SFY 2024 Budget Appropriation	<u>\$0.00</u>
Total Available Funds (Org. xxxx0000)	<u>\$168,645.00</u>
This Request	\$168,645.00

COOPERATIVE AGREEMENT

Between the United States of America acting through the United States Department of Veterans Affairs (hereinafter referred to as VA) and the State acting through its Agency known as the State approving agency or the "SAA". (The SAA is not permitted to be co-located with a university or within a university system whose courses or programs of education are subject to approval by the SAA.)

WHEREAS, the Governor or the legislature of the State has designated a State department or agency to be the State approving agency for the purposes of approval of courses and programs in accordance with the provisions of title 38, United States Code; and

WHEREAS, VA is authorized under the provisions of 38 U.S.C. § 3674 to reimburse the SAA for reasonable and necessary expenses of salary and travel incurred by employees of the SAA and for work performed by its approved subcontractor(s) in rendering necessary services in ascertaining the qualifications of educational institutions and/or training establishments to furnish courses of education under the provisions of the law, and in the supervision of such educational institutions and/or training establishments; and

WHEREAS, the State accepts responsibility under the provisions of 38 U.S.C. § 3671 for approval and supervision of courses offered by qualified educational institutions and/or training establishments in accordance with the standards and provisions of chapters 30, 32, 33, 34, 35, and 36 of title 38, United States Code; section 510 and chapters 1606 and 1607 of title 10, United States Code; title 38, Code of Federal Regulations, case law applying that authority, and VA's published interpretation of statute, regulation, and case law (e.g., in agency guidance or the Federal Register).

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto do mutually agree as follows:

ARTICLE I - AREAS OF RESPONSIBILITY

1. The SAA will perform duties necessary for the inspection, approval, compliance, and supervision of those courses or programs, or tests to be pursued by veterans and eligible persons under the provisions of chapters 30, 32, 33, 34, 35, and 36 of title 38, United States Code and section 510 and chapters 1606 and 1607 of title 10, United States Code, as are specifically set forth in this paragraph.

2. Effective and timely communication is essential to meet agreement requirements. The SAA shall keep VA apprised of the SAA's activities consistent with the requirements of this agreement, and the SAA must respond to VA requests for information not identified within the other provisions of this agreement, no later than 18 calendar days to enhance support.

3. Such cooperation will include, but not be limited to, regularly scheduled meetings between VA and the SAA to work toward achieving common agreement on process, language, and interpretation of statute, regulation, and case law.

ARTICLE II - APPLICATIONS: APPROVALS - SUSPENSIONS - DISAPPROVALS

1. Except to the extent otherwise provided by law, the SAA will require an educational institution and/or training establishment desiring to secure approval of courses or programs, or organizations desiring to provide testing for a license or certification, to be pursued by veterans and eligible persons in accordance with the provisions of chapters 30, 32, 33, 34, 35 and 36 of title 38, United States Code, and section 510 and chapters 1606 and 1607 of title 10, United States Code, to submit VA's approved uniform application, including Classification of Instructional Programs (CIP) codes, in accordance with the provisions set forth in the statute.

2. SAA will ensure an educational institution's and/or training establishment's program approval is in accordance with the provisions of title 38 of United States Code (USC), title 38 of the Code of Federal Regulations

(CFR), case law applying that authority, and VA's published interpretation of statute, regulation, and case law (e.g., in agency guidance or the Federal Register).

3. SAA, upon receipt of a denial of benefits letter, will take action to initiate an approval request, when it is appropriate to do so, within 39 calendar days of receipt.

4. SAA, after final determination on an application of the educational institution, training establishment, or organization providing testing, must take action and will promptly provide VA and the educational institution, training establishment, or organization providing testing with a written report of the details of each approval or disapproval as required.

5. SAA will provide documentation to support the timeliness of approval actions from the date of application to the date of VA acceptance upon the request of VA.

6. SAA is strongly encouraged to include in their approval letters for education and training facilities that VA may discontinue benefit payments if VA determines that the program fails to meet any of the requirements outlined in Title 38.

7. To inform VA of irregularities and actions taken, SAA will forward school suspension or withdrawal letters pertaining to fraud, erroneous, or misleading practices and including any other high-profile issues (e.g., high number of beneficiaries, potential for publicity, etc.) to EDUSERVSAABOX.VBACO@VA.GOV at least one day prior to their release and when finalized sent to VBACOFACILITIES@VA.GOV.

8. In the event of a school closure, SAA will take action to withdraw the program timely and forward the withdrawal letter, which shall include the closure date, to EDURESTO.VBAMUS@VA.GOV, EDUSERVSAABOX.VBACO@VA.GOV, and VBACOFACILITIES@VA.GOV.

9. SAA will promptly approve (including modifications and updated approval documents), suspend and/or disapprove programs, licensing, and certification tests in accordance with the provisions of title 38 of United States Code (USC), title 38 of the Code of Federal Regulations (CFR), case law applying that authority, and VA's published interpretation of statute, regulation, and case law (e.g., in agency guidance or the Federal Register). The SAA will provide written notice and supporting documentation in accordance with the statute.

10. SAA will develop and ensure receipt of a revised school catalog (or equivalent) within 4 months of a known expiration date. SAA will evaluate reported modifications school catalogs (or equivalent) within performance standard timeliness and will notify VA of the revisions.

11. SAA will reapprove schools, and programs minimally, every 24 months, and must include review of licensure, accreditation, potential misleading and erroneous practices, and all requirements as outlined in Title 38 USC. This provision does not require the SAA to perform periodic reauthorizations of programs at an Apprenticeship, On-the-Job Training (OJT), High Schools, Residency sites (that fulfilled the requirements for institutional courses under 38 CFR 21.4265 at the time of approval), or at Inactive Facilities.

12. SAA will take action to evaluate changes to school publications for an inactive facility that has become active within 4 months of receipt of notification by VA.

13. SAA will initiate action to review and notify VA of action taken upon a referral from VA in-regard to a notification/discovery received or upon notification of findings of a compliance action.

14. Upon notice from VA Central Office (VACO), SAA will take appropriate action on a recommendation or request to suspend and/or disapprove programs that fail to meet the approval requirements of title 38 of United States Code (USC), title 38 of the Code of Federal Regulations (CFR), case law applying that authority, and VA's published interpretation of statute, regulation, and case law (e.g., in agency guidance or the Federal Register) within 14 calendar days of the date sent, except in the cases where SAA is notified by VACO that the matter is related to federal investigations of a civil and/or criminal nature, whereas the SAA response time shall be within 7 calendar days of the date sent.

15. Upon notice from VACO, SAA will initiate corrective action for approval and disapproval actions not in compliance with title 38 USC, title 38 CFR, case law applying that authority, and VA's published interpretation of

statute, regulation, and case law (e.g., in agency guidance or the Federal Register) within 14 calendar days of the date sent, except in the cases where SAA is notified by VACO that the matter is related to federal investigations of a civil and/or criminal nature, whereas the SAA response time shall be within 7 calendar days of the date sent.

16. Required Performance Targets related to Program Approval, Suspension, and Disapproval Activities are as follows:

Goal	Performance Measure	Minimally Required Target
Visit institution w/in 39 days of the date of receipt of the completed application (as applicable)	Percent within 39 calendar days	90%
Process completed approval package (including uploading to Salesforce)	Percent within 39 calendar days of receipt of final and complete approval submission	90%
Submit accurate program approval packages, including original date of receipt of application	Percent of received and accepted packages without returns	90%
Reapprove programs within 24 months of prior full catalog review	Percent of received within 24 months of date of submission to Salesforce of prior full catalog review	90%
SAA will initiate action upon a referral from VA in-regard to a notification/discovery received by VA or based on findings found on compliance surveys or TRBRs	Percent responses received within 18 calendar days of the date sent	95%
Upon notice from VACO, SAA will take appropriate action on a recommendation or request to suspend and/or disapprove programs	Percent within 14 calendar days of notification with the exception of matters related to federal investigation shall be within 7 calendar days	100%
Upon notice from VACO, SAA will take corrective action	Percent within 14 calendar days of notification with the exception of matters related to federal investigation shall be within 7 calendar days	100%

ARTICLE III – INSPECTION, TECHNICAL, RISK-BASED SURVEY (RBS), AND SUPERVISORY VISITS

1. Inspections, technical, RBS, or supervisory visits by the SAA of educational programs offered by institutions, training establishments, or organizations providing testing to determine their qualifications for furnishing approved courses and programs shall be conducted in accordance with statute, regulations and policies. VA will coordinate with SAAs in advance of any RBS visits by providing a listing of educational institutions and training establishments that require RBS visits during the fiscal year, such list to be provided to SAA by September 1st of the preceding year. Should an insufficient number of risk-based surveys to meet assignment goals be available to be performed, two supervisory visits to be selected by the SAA shall be performed by SAA in lieu of a risk-based survey. SAA will follow procedures prescribed by VA when preparing and completing RBS visits. SAA may exercise professional judgment in conducting additional institutional and facility visits (in addition to the required RBS listing) to the degree possible within available resources. The additional school or facility visits shall not impact required RBS or approval work, and a visit report must be submitted to the state ELR corporate mailbox. (See Article V, paragraph 4).

2. SAA shall complete an RBS after receipt of notice from VA or the SAA receiving notice of government action taken upon a school or facility in accordance with notice of government action SOP. SAA will have a commensurate reduction of an RBS for each notice of government action RBS completed.

3. In the event an SAA performs a Targeted Risk Based Review (TRBR), the SAA will have a commensurate reduction of a RBS for each TRBR completed. SAA will access VA's GI Bill Feedback Tool to assess the number and nature of any complaints against a school/facility prior to performance of a TRBR. SAA shall only be assigned a TRBR for approval matters and will not be assigned a TRBR if it originates from a RBS performed by the SAA.



DEPARTMENT OF VETERANS AFFAIRS
Veterans Benefits Administration
Education Service
Washington, D.C. 20420

August 1, 2023

Warren M. Perry, Deputy Adjutant General
State of New Hampshire
The Department of Military Affairs and Veterans Services
4 Pembroke Road
Concord, NH 03301

Dear Deputy Adjutant General Perry:

This letter is the official notification from the U.S. Department of Veterans Affairs (VA), Education Service's intent to enter a Cooperative Agreement with your Agency for the base year of a five-year agreement for the period October 1, 2023 – September 30, 2024. The terms and conditions are outlined in the attachments.

Upon your review, please return, via e-mail, all completed and signed documents, to include the signed agreement, completed appendices and cover letter to your VACO Representative listed below. If your agency has questions, please pose questions in writing via e-mail to your VACO Representative as soon as possible.

Allocation for your SAA for Fiscal Year 2024 (FY24): \$168,645.00

Risk-Based Survey requirements for your SAA for FY24:

IHL	NCD	Total RBS
4	2	6

We are notifying you of the approximate workload by institution/facility type to be surveyed. The total number of surveys will not change; however, the facility type cannot be finalized until the risk assessment is completed and a final meeting is held with the designated VA representative.

The primary and alternate VACO Representatives for this agreement are

VACO Representative:

Name: Kristina Howard

Telephone Number: (404) 929-5511

Email Address: Kristina.Howard@va.gov

Alternate VACO Representative:

Name: Jillian Compton

Email Address: Jillian.Compton@va.gov

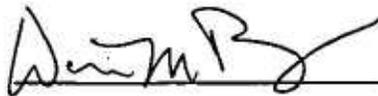
Please submit your signed correspondence by September 8, 2023, for the agreement to be implemented on the first day of FY24. If you are unable to submit the information by September 8th, please provide the reason for the delay and the anticipated date of return. Documents will be reviewed in the order received in Education Service. Reimbursement invoices cannot be processed without a signed agreement by the Director, Education Service and funds obligated within VA's Financial Management System (FMS) at the relevant VA Regional Processing offices.

Very Respectfully,

/s/

James Ruhlman, Deputy Director, Program
Management, Education Service

I confirm that I am in receipt of the information contained within this letter.



Signature, SAA Director

4. In addition to educational institutions and training establishments that are included on the list provided to the SAA by VA, VA may request additional inspections and technical visits. SAA will complete visits, requested by VA within 45 calendar days of request. Report associated with the visit must be submitted to VA within 50 calendar days of the visit. If necessary, SAA will follow up within 39 calendar days of visit.

5. SAA will access Salesforce to assess the number, nature, and status of any complaints against a school/facility prior to performance of a RBS, TRBR or supervisory visit.

6. SAA that receive complaints from students shall encourage those students to enter their complaints into VA's GI Bill Feedback Tool, or the SAA may enter the complaints on the students' behalf. The SAA will investigate student complaints as appropriate or as requested by VA.

7. If an SAA has a reduction in staff at any point during the fiscal year, SAA reports of mitigating circumstances will be considered at the time of the fiscal year evaluation.

8. SAA shall perform assigned RBS to assess various legislative and Department determined risk factors, and to ensure the program approval meets all federal and state statute and regulations. SAA shall utilize the Standard Operating Procedures (SOP).

Goal	Performance Measure	Minimally Required Target
RBS as scheduled	Number of completed RBSs surveys (including End Product (EP))	90%
50% of all RBS assignments shall be completed by the end of quarter 2	Percent completed by March 31	50%
All RBS surveys completed by September 15	Total percent completed by September 15	90%
RBS complete; including EP and (if no expansion) uploaded to Salesforce	Total percent within 39 days from date of visit	90%
RBS complete; including EP and (if expansion required) uploaded to Salesforce	Total percent within 45 days from date of visit	90%
All sections of the RBS Final Report were completed in accordance with RBS SOP manual	All sections of the RBS final report completed in accordance with the RBS SOP	90%
Notification to VA of government action	Total percent within 10 days of SAA receiving notice	100%
RBS complete after SAA/VA notification of government action	Total percent within 60 days of SAA/VA notification	100%
RBS final report submitted to VA after SAA/VA notification of government action	Total percent within 30 days of RBS completion	100%
TRBR initiated	Initiate review within 7 calendar days of request.	90%
TRBR completed; including EP and uploaded to Salesforce	Provide a report to VA within 35 calendar days of request	90%

ARTICLE IV - REPORTS - RECORDS

1. SAA will submit to VA reports and records for each RBS visit in accordance with the provisions of the SOP.

2. SAA will maintain complete approval records in accordance with Records Control Schedule, VB-1, Part I (07-664-010 and 07-664-020) for all approved courses or programs, provided there is no litigation or investigation pending, however SAA shall maintain all original approval documents. When an approval is withdrawn, the approval records will be retained for a period of at least 7 years from the date of disapproval of the course or program, provided there is no litigation or investigation pending.

3. SAA will submit to state ELR corporate mailbox a copy of the written narrative report of each technical assistance visit to an educational institution or training establishment. Such visits shall be conducted by the SAA to provide to the educational institution or training establishment technical assistance relating to the approval process and for purposes of supervision.

4. In conjunction with outreach services furnished by the Secretary of Veterans Affairs, for education and training benefits, each SAA will conduct outreach programs and provide outreach services to eligible persons and veterans in their state about education and training benefits available under applicable Federal and State law. "Outreach" is defined as an activity designed to promote increased participation and utilization by eligible veterans or persons of VA or Department of Defense educational assistance programs. Emphasis will be given to developing job-readiness skills and employment opportunities for VA program participants. "Outreach" also includes any activity, which encourages educational institutions, training establishments, or organizations providing testing for a license or certification to obtain approval for VA purposes of courses and programs. Outreach activities by the SAA may include, but are not limited to, employer visits, workshops, and presentations, meetings, mailings, media announcements, telecommunication activities, and computer applications. The SAA will submit to VA a written report of each outreach visit made. The report shall include pertinent names, dates, number of attendees, length of time spent at the event (not including travel time), address(es) of the event, and a description of the activities performed at the event.

5. SAA will submit to VA a biannual report showing the number of actions and visits, made to educational institutions and/or training establishments for which reimbursement is requested by the SAA pursuant to the terms of this agreement. The biannual report will be accessed and monitored by VA staff. The respective dates for submission will be no later than April 15, for the period October 1 – March 31 and October 15 for the period April 1 – September 30. The SAA final self-evaluation is due October 20.

6. SAA will meet with VA staff, biannually, to review performance under this agreement utilizing reports generated from Salesforce. Such reports shall be provided to the SAA. The first meeting will be held between February 15 to the last day of February. The second held July 15 through July 31. SAA or VA may call for a meeting to discuss performance to be held within 14 calendar days of request.

7. SAA will maintain records and books of accounts showing in detail the actual cost to the SAA for salary and fringe benefits, outreach activities, travel, and approved subcontractor services for which reimbursement is requested from VA under this agreement. Such records shall be open to the authorized representatives of the Federal Government for purposes of verification and audit or review, either before or after invoices are submitted for payment.

8. SAA will, as requested by VA, obtain information concerning compliance of educational institutions and/or training establishments with title VI of the Civil Rights Act of 1964 (Public Law 88-352), 42 U.S.C. Chapter 21, Subchapter V, §§ 2000d-2000d-4 (January 3, 2007).

9. SAA will be authorized to access VA information solely to perform functions necessary under this agreement. VA has authority to disclose this information to the SAA (38 U.S.C. §5701). Information disclosed to the SAA is contained in the Privacy Act System of Records, "VA Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records - VA (58VA21/22/28)" and disclosure is authorized pursuant to routine use #60.

ARTICLE V - REVIEWS AND AUDITS

1. SAA shall submit supporting documents for all reimbursable expenses. Amounts invoiced must be documented by State travel vouchers, inspection/visit reports, and a statement of the hourly time distribution for employees performing other than solely VA-related activities. The SAA will maintain a balance sheet, by category, of all expenditures. The balance sheet must be updated monthly or whenever a proper invoice is paid. A copy of the balance sheet will be made available to the VA upon request.

2. SAA will obtain an audit of the accounts and records associated with the claims for reimbursement in accordance with the requirements of 2 CFR Part 200 Subpart F. A copy of the audit shall be made available to VACO upon request, within 15 calendar days.

ARTICLE VI - PERSONNEL STANDARDS

1. The SAA will use fully qualified personnel in accordance with qualification and performance standards mandated by 38 U.S.C. § 3674A(a)(b), and the State's Civil Service or other existing State employment standards for the performance of the functions for which reimbursement is provided under this agreement. However, with the prior written approval of VACO, the SAA may use qualified subcontractors for performance of functions that have a direct relationship to the requirements of this agreement. The subcontractors must meet the same qualification and performance standards as those listed in subparagraphs 2(a) through 2(c) below. A copy of the qualification statement or resume must be submitted and accepted before reimbursement for each newly hired professional staff member. The Director, Education Service or delegated authority will evaluate the education and qualifications to determine if the potential candidate meets the required qualification standards in order to be placed on the agreement.

2. The personnel qualification standards adopted by the State and incorporated as part of this agreement shall describe a level of qualification standards which shall equal or exceed the level of qualification standards listed in subparagraphs (a) through (c) below.

a. Qualification standards for personnel approving and supervising courses offered by educational institutions are as follows: Bachelor's Degree with 5 years of related experience; Master's Degree with 3 years of related experience; or Doctoral Degree with 1 year of related experience.

b. Qualification standards for personnel approving and supervising courses offered by job training establishments are as follows: Bachelor's Degree with 2 years of related experience or equivalent in education and/or related work experience totaling 6 years.

c. Qualification standards for personnel performing compliance reviews of courses offered by educational institutions and job training establishments are as follows: Bachelor's Degree with 2 years of experience or equivalent in education and/or related work experience, totaling 6 years.

d. Veterans' preference in hiring shall be given in accordance with State law.

3. SAA shall ensure compliance with 38 U.S.C. 3683.

4. The SAA will require all personnel and subcontractors to initiate a background investigation. Staff shall be reimbursed beginning the later of 1) date of hire, or 2) upon initiating a background investigation (including fingerprinting). Staff may not access VA information, systems, or facilities until a Transmittal Notice is received from Veterans Benefits Administration (VBA) Security.

5. A minimum of two employees must have access to VA systems, except for SAA with a single person staff. Any personnel requiring access to VA systems must apply for and obtain the Personal Identity Verification (PIV) card. SAA staff with system access who no longer need access (i.e., change in duties or leave the agency) will immediately return the PIV card to the VA office that issued the card.

6. SAA will provide statements of the qualifications of all professional staff employees under the agreement, each fiscal year, as specified by 38 U.S.C. 3674A(b)(1), (2).

7. VA will continue providing support to SAA who experience difficulties accessing VA systems during times when the VA systems are online and operating and when problems prevent the SAA from meeting requirements. SAA are encouraged to follow the same process used by the VA staff when difficulties arise to include using the technical assistance telephone number and online system as applicable. SAA is required to maintain access to VA systems, which includes accessing those systems to prevent deactivation. The evaluators may request additional information from relevant VA or SAA personnel in order to adequately assess performance. VA will issue a VA owned-government laptop to any SAA upon request. The laptop shall be immediately returned to the VA office that issued the laptop upon reassignment or departure.

8. The SAA shall adhere to 18 U.S. Code § 201 – Bribery of public officials and witnesses.

ARTICLE VII – AGREEMENT AND SUBCONTRACT COMPLIANCE

1. All reimbursements provided by this agreement are conditioned upon compliance by the SAA with the standards and provisions of this agreement, chapters 30, 32, 33, 34, 35, and 36 of title 38, United States Code, section 510 and chapters 1606 and 1607, title 10, United States Code, title 38 of the Code of Federal Regulations (CFR), case law applying that authority, VA's published interpretation of statute, regulation, and case law (e.g., in agency guidance or the Federal Register). VACO must approve all subcontracts in advance.

2. The SAA will obtain all necessary licenses and/or permits required to perform this work. SAA will take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. SAA will be responsible for any injury to himself/herself or his/her employees, as well as for any damage to personal or public property that may occur during the performance of this contract that is caused by employees' fault or negligence and will maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State. Further, it is agreed that any negligence of the Government, its officers, agents, servants, and employees, will not be the responsibility of the SAA hereunder with the regard to any claims, loss, damage, injury, and liability resulting therefrom.

ARTICLE VIII - REQUIREMENTS FOR REIMBURSEMENT

1. Effective October 1, upon receipt and review of properly prepared and certified invoices, VA shall reimburse the SAA for the reimbursable cost of salaries and travel expenses incurred by employees of the SAA and/or approved subcontractors pursuant to the terms of this agreement. These costs are to be determined in accordance with the provisions of Appendix 6.

2. SAA will submit to VA each month or quarter, an invoice under this agreement showing only the total amount of salary and travel expenses incurred under this agreement for which reimbursement has not previously been requested and for which reimbursement is requested on the invoice submitted. Invoices must be submitted to the state ELR corporate mailbox no later than the following: February 18, May 18, August 18, and November 18. The invoice shall have attached to it a detailed supporting schedule, in such form as may be prescribed by VA, showing separately for each individual: the name; position or title; salary rate; amount paid for salary; amount paid for travel expense; and periods covered by such expense or salaries. Travel expenses and allowances reimbursable pursuant to 38 C.F.R. § 21.4153 (c)(2)(ii) must be supported by a detailed copy of the SAA travel voucher, clearly delineating the travel for VA agreement purposes, and indicating the cost, destination, and purpose of travel, will be included for all travel expenses claimed. All travel claimed for visits to educational institutions and training establishments must be supported by a copy of the report of the visit in a format prescribed by VA. Claims for salary and travel must include a statement of the hourly time distribution and supporting documentation for VA-related activities by employees who are performing both those and other activities.

3. A final invoice must be received not later than November 18.

4. Reimbursement payments under this agreement will be made by the Education Regional Processing Office of jurisdiction unless otherwise specified by VA in a notice to the SAA.

5. No reimbursement payment will be made under this agreement for the salary or travel expenses of any person other than an employee of the SAA, acting in his or her official capacity when performing SAA related duties, or of an approved subcontractor of the SAA.

6. No reimbursement payment will be made under this agreement for any salary payment to SAA personnel in excess of the established salary or wage rate paid other similarly circumstanced employees of the State for equivalent duties and responsibilities.

7. Reimbursement during the term of this agreement will be made for salaries of SAA or approved subcontractor employees during periods for which they are granted leave not in excess of the amount of leave to

which the employee is entitled under State leave regulations applicable to all State employees. Where the State has no law or published regulations governing the accrual and granting of leave to State employees, the SAA will furnish to VA reasonable leave regulations to govern the granting of leave to employees whose salaries are reimbursable under this agreement. Such regulations shall be subject to the approval of VA and shall specifically provide for the accrual and use of leave. Reimbursement for salary paid to an employee on leave shall be made only if the leave has been taken in accordance with such policy. Reimbursement for such expense is authorized under this agreement only if leave is accrued by the employee while performing services under the terms of this agreement, or prior year agreements or contracts between VA and the SAA for services similar to those provided for in this agreement.

8. In accordance with 2 CFR Part 225, payments for unused leave when an employee retires or terminates employment are allowable in the year of payment provided, they are allocated as a general administrative expense to all activities of the governmental unit or component.

9. A reimbursement payment for travel expenses under this agreement will be made based on expenses allowable under the provisions of applicable State laws or regulations. Where the State has no published regulation governing payment of the travel expenses to State employees, VA and the State will agree upon reasonable and acceptable travel regulations, and reimbursement for travel expenses shall be made only in accordance with such regulations.

10. Subject to paragraph 11 of this Article, reimbursement will be made for the salary and travel expenses of individuals employed by the State or its approved subcontractors only while they are engaged in VA related approval and compliance functions or when the employee is assigned or sent to a VA and NASAA (National Association of State Approving Agencies, Inc.) sponsored function for training or in furtherance of approval duties.

11. A reimbursement payment will be made for the out-of-State travel expenses of an individual(s) employed by the State or its approved subcontractor only while he or she is assigned or sent to a VA and NASAA sponsored Regional School Certifying Official function for training. SAA must receive prior written authorization from the Director, Education Service, or his/her designee for any and all other travel out of state, whether or not reimbursement is requested. (38 CFR 21.4153(c)(2)(i)(B))

12. Reimbursement will be made for the reasonable and necessary salary and travel expenses of individuals employed by the SAA and/or its approved subcontractors while they are engaged in providing outreach activities in their state. In conjunction with outreach services furnished by the Secretary of Veterans Affairs, for education and training benefits, each State approving agency will conduct outreach programs and provide outreach services to eligible persons and veterans in their state about education and training benefits available under applicable Federal and State law. All outreach events will be supported by copies of visit reports required under Article V paragraph 5, state travel vouchers, and receipts for materials purchased and/or rentals.

ARTICLE IX - PAYMENTS

1. The principles and standards for determining salary, travel, and subcontract costs applicable to this agreement shall be governed by 2 CFR Part 225, Cost Principles for State and Local Governments.

2. Subject to the Fiscal Year estimated cost, an administrative expense allowance for services performed under this agreement shall be paid to the SAA in an amount determined under 38 U.S.C. § 3674(b). The amount of such allowance shall be computed by the VA staff and included in the payment voucher based upon the reimbursement amount for salary expenses payable for each invoice. The provisions of 2 CFR Part 225 are not applicable to the determination of this allowance. The SAA will use the allowance for expenses associated with discharge of its responsibilities under this agreement and shall maintain complete records of such expenses. Administrative expenses may include, but are not limited to, outreach events and supplies, rental, repair, fees, maintenance, utility, and insurance expenses for agency facilities; postage; costs of office equipment and supplies, educational supplies, freight and delivery services, the cost of obtaining or maintaining a security clearance; in-state and out-of-state non-reimbursed travel expenses as defined in Article IX, numbers 9,10,11, and 12; and other miscellaneous operating expenses. These administrative expense funds will be maintained in a separate account, designated as the "Administrative Expense Allowance Account," for SAA purposes only. VA may audit the

Administrative Expense Allowance Account to ensure that these funds have been utilized for agreement-related functions and not for other State programs that are not related to this SAA agreement.

3. It is understood and agreed that reimbursement for salaries and travel will be limited to salaries and travel for the positions and in the authorized amounts as set forth in paragraphs 1 and 2 of this Article. The SAA may allocate agreement funds at its discretion for what it determines to be the most effective utilization, provided that the services necessary for the approval and supervision of educational institutions and/or training establishments shall be carried out over the full 12-month term of this agreement.

4. The SAA will not be deemed to have breached its responsibility under this agreement if it is unable to provide the services and facilities agreed to under this agreement for a period not to exceed one month for reasons beyond its control (e.g., State furloughs of employees for budgetary reasons, strikes, fire damage to facilities), provided that the SAA in good faith otherwise provides the services and meets the requirements of the agreement hereunder during the full term of this agreement. The SAA is required to provide prompt written notification to VA of the specific act or event that caused the SAA's inability to perform. The SAA is required to provide VA with an actual or projected date for restoration of the services agreed to under this agreement.

5. All reimbursement payments for salaries, travel, and administrative expenses under this agreement are subject to availability of appropriated funds. SAA should notify VA as early as it is determined that they will not use all their allocated funding, but no later than September 1. VA will periodically assess the use of funds by the SAA and may reallocate funds determined to be in excess of needs as mutually agreed to through a modification to this agreement. It also is understood and agreed that the SAA will incur reasonable and necessary salary and travel expenses in connection with carrying out its responsibilities under this agreement. VA reserves the right to determine whether it will consider supplemental agreements to cover reasonable and necessary expenses incurred during the performance period that are above the original allocation amount. SAA is advised that the availability of funds for supplemental agreements is not guaranteed, and that VA cannot be held responsible for reimbursement of expenses above the original allocation amount.

6. Reimbursement for salaries of part-time employees will be at a rate not in excess of the pro-rata portion of the full-time rate that the part-time employment bears to full-time employment. Amounts charged for salary or wages will be based on payrolls documented and approved in accordance with the generally accepted practice of the State. Payrolls must be supported by time and attendance, or equivalent, records for individual employees.

7. Reimbursement of salary and travel expenses will be for services actually performed under the terms of this agreement by employees in positions for which Appendix 6 authorizes such expenses. The amounts shown as salary (includes fringe benefits), travel expenses and subcontractor expense are average allowances which may be exceeded by authorized individuals monthly but the total amount reimbursable for the full agreement period may not exceed the total salary (includes fringe benefits), travel expense or subcontractor expense authorized for the year as shown in Appendix 6. Salaries and wages of part-time employees and salaries and wages of employees, who, provide services to both VA, under this agreement, and to the State, for other purposes, will be supported by appropriate time-distribution records. The method used must produce an equitable distribution of time and effort. Reimbursement will not exceed the pro rata part of the employee's salary, supported by such time distribution records, devoted to the performance of this agreement. Travel expenses in connection with services provided to both VA, under this agreement, and to the SAA, for other purposes, will be supported by appropriate mileage and time-distribution records.

8. Reimbursement for work done by subcontractors must have a direct relationship to the requirements of chapters 30, 32, 33, 34, 35, and 36 of title 38, United States Code, and section 510 and chapters 1606 and 1607 of title 10, United States Code, and may not exceed the authorized subcontract amount set forth in Appendix 6.

9. The Federal Government's obligation for performance of this agreement is contingent upon the availability of appropriated funds from which payment for agreement purposes can be made. No legal liability on the part of the Federal Government (hereinafter referred to as the "Government") for any payment may arise for performance under this agreement until funds are made available to the Director, Education Service for performance and until the Agency receives notice of availability. Subject to the availability of upcoming fiscal year funding, VA will provide the funding level for the new fiscal year when the new agreement is offered.

10. Claims by the SAA for payment under this agreement submitted later than 12 months after the expiration of the agreement will not be honored unless the SAA demonstrates that failure to timely submit such claims was due to circumstances beyond the SAA's control and is still subject to the availability of funds.

11. Payments for services provided or executed under this agreement shall be due no later than the 30th calendar day after the date of receipt of a proper invoice in the designated payment office or acceptance by the Government of the services required under the agreement, whichever is later. Payment shall be considered to be made on the date the electronic funds transfer is made.

12. Invoices submitted for payment for services provided under this agreement must contain, as a minimum, the following information:

- a. Name and address of the SAA entity;
- b. Invoice date;
- c. Description, cost, and nature of services actually provided or executed;
- d. Account number and routing number to which payment is to be sent; and
- e. Other substantiating documentation or information as required by this agreement or by law.

13. Payments under this agreement will be made by electronic transfer through the Treasury Financial Communications Systems at the option of the Government. EFT enrollment with the VA is a two-step process:

STEP 1: You must have active ID.me account to access VA's Electronic Funds Transfer (EFT) Webform. Register for an account at www.ID.me or through the VA's Customer Engagement Portal by clicking the login button under the Vendor Account Setup And Updates.

STEP 2: Complete your easy EFT Enrollment today by visiting <https://www.cep.fsc.va.gov/>. Once you submit your webform, you will receive a case number and an email confirmation.

For additional questions, contact the VA FSC Customer Care Center by calling 512-460-5049 or emailing vafscshd@va.gov. You may also contact the FSC Customer Care Center for a Direct Deposit/EFT Enrollment walkthrough User Guide.

14. Payment disputes must be directed to the Director, Education Service (223C), at eduservexmgmt.vbaco@va.gov.

ARTICLE X - EVALUATIONS OF STATE APPROVING AGENCIES

1. VACO shall conduct, in conjunction with SAA, an annual evaluation of each SAA. The evaluation is based on the performance of this agreement, and the standards developed jointly by VACO with the SAA, the application of the SAA's performance standard, and the SAA required self-evaluation.

- a. The performance of each SAA during the immediate prior year will be evaluated by a VACO representative and a representative identified by the NASAA President. A rating recommendation for each SAA will be provided to the VACO Education Service Deputy Director for final decision. VACO shall provide each SAA with a rating letter for the fiscal year based on the evaluation, which will include a rating of Satisfactory, Minimally Satisfactory or Unsatisfactory. Rating letter shall be provided within 30 days from the date of the evaluation. SAA will have an opportunity to comment on the rating. Each SAA has 30 calendar days from receipt of a rating in which to appeal in writing to the Director, Education Service via the VACO Education Service, 223C corporate mailbox. SAA has the option for an appeal by teleconference or in person if SAA funding is available. Each appeal will be heard by the Director, Education Service, and the President of NASAA. The Director, Education Service will exercise authority per 38 USC Section 3674A on behalf of the Secretary to make the final determination. The SAA will provide all supporting information to the Director, Education Service no less than five (5) business days prior to the date of the appeal.

2. If the SAA materially breaches any of its representations, warranties, or obligations or is non-compliant with an article of this agreement, VA will determine whether termination may be warranted. Refusal by an SAA to take corrective action after notice of noncompliance by VA may be viewed as breach of the agreement regardless of whether the minimum targets are generally being met. The following steps will be applied prior to the VA exercising termination:

- a. VA may terminate this agreement after a 30-day notice to the SAA for cause.
- b. Prior to termination,
 - i. The VA Agreements Officer will outline concerns in writing and send to the SAA Agreement Signatory.
 - ii. VACO will chair a virtual or in person meeting to discuss concerns.
 - iii. SAA will be provided 30 calendar days to resolve all outlined concerns for the fiscal year.
 - iv. The VA Agreements Officer will review the SAA actions and provide SAA with a written reply.
 - v. VA, Education Service Director will make the final decision.

3. VA will take into account the result of the annual evaluation of the SAA when negotiating the terms and conditions of an agreement for any subsequent agreement period.

ARTICLE XI – OPTION TO EXTEND

The base year for this agreement is from October 1, 2023, through September 30, 2024. The Government reserves the option to unilaterally extend the period of performance of this agreement under the same terms and conditions for the following periods:

- October 1, 2024, through September 30, 2025
- October 1, 2025, through September 30, 2026
- October 1, 2026, through September 30, 2027
- October 1, 2027, through September 30, 2028

The Government will provide advance notice of its intent to exercise the option not less than 60 calendar days before the end of the current period of performance.

ARTICLE XII – INFORMATION SYSTEM SECURITY

1. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. SAA will request and maintain logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. SAA has access to VAs Education Knowledge Management Portal (KMP) to review Policy/Procedural and System Advisories, as well as the M22-4, within the VA Network.
- c. All SAA, and subcontractors working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for a SAA must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures. The SAA will initiate a background investigation for all employees. Such background check shall be required before access is permitted to VA IT for the purpose of conducting RBSs. VBA will provide the agency with appropriate information and documents, for purposes of this paragraph. The SAA will defray the cost of any background investigation and subsequent fingerprinting from the SAA Administrative Expense allowance.
- d. SAA or subcontractor must notify VACO and the Chief Education Liaison Officer (CELO) immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the SAA or subcontractor's employment, including notice of an unfriendly termination.

2. SECURITY TRAINING

a. All SAA and subcontractor employees requiring access to VA information and VA information systems will complete the following before being granted access to VA information and its systems:

- (1) Sign and acknowledge understanding of and responsibilities for compliance with the current *Contractor Rules of Behavior*, previously contained in VA Handbook 6500.6 Appendix D relating to access to VA information and information systems.
- (2) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training and annually complete required security training; and
- (3) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the Director, Education Service for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. SAA will provide VACO a copy of the training certificate for each applicable employee.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the agreement until such time as the training and documents are complete.

The immediate Supervisor and contact information of the SAA Director or Administrator:

Mr Brenton Fraser (Name)

4 Pembroke Road (Address)

Concord NH03301

603-227-1403 (Telephone Number)

brenton.k.fraser@dmavs.nh.gov (Email Address)

SAA will notify the VACO Representative within 18 calendar days if there is a change to this Supervisory position or address during the fiscal year.

The provisions of this agreement shall become effective on the 1st day of October 2023, and extend to and include the 30th day of September 2024. The SAA must return the signed agreement, and appendices to VACO by the date determined and provided in the agreement cover letter. Failure to return the signed agreement by this date may render this agreement offer void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

THE STATE OF New Hampshire

Name David J. Mikolaities

Title The Adjutant General

Signature MIKOLAITIES.DAVID Digitally signed by MIKOLAITIES.DAVID.JAMES.10057 27029 Date: 2023.08.23 15:33:50 -04'00'

Date 23 AUG 2023

THE UNITED STATES OF AMERICA

By _____

Director, Education Service
Veterans Benefits Administration

Department of Veterans Affairs



State Of New Hampshire
DIVISION OF PERSONNEL
Department of Administrative Services
54 Regional Drive, Suite 5
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
Commissioner
(603) 271-3201

LORRIE A. RUDIS
Director of Personnel
(603) 271-3261

8/28/2023

Warren M. Perry, Deputy Adjutant General
Department of Military Affairs and Veterans Services
1 Minuteman Way
Concord, NH 03301

Regarding: Request to establish a full-time temporary Program Specialist IV, LG 25, pay schedule A000 – assigned position # 9T3321

Dear Mr. Perry:

After the review of your materials and proposed position information, the Classification Unit at the Division of Personnel approves your agency's request received on 8/24/2023 for the Department of Military Affairs and Veterans Services to establish position # 9T3321 as a full-time temporary Program Specialist IV, LG 25.

This position is being approved to fulfill a Cooperative Agreement that will establish a position to oversee compliance, evaluate work procedures, and plan the development and modification of data, policies, and programs for Veterans Education Services objectives by serving as the State Appointing Agency in conjunction with the U.S. Department of Veterans Affairs.

The activation of this position shall be pending approval of funding. You will be responsible for using this document to request to create and fund your position via the Fiscal Committee and Governor and Council. Once the necessary approval is obtained, please notify the Division of Personnel Operations Section at CentralHRProcessing@nh.gov.

Thank you

Sincerely,

Marianne Rechy
Classification & Compensation Administrator

Cc: Lorrie Rudis, Director of Personnel
Joanne Lydick, Administrator of Operations