



OFFICE OF THE ADJUTANT GENERAL

***North Dakota National Guard
Department of Emergency Services***

Greetings

Thank you for your interest in the National Guard Innovative Readiness Training (IRT) program. Over the years the North Dakota National Guard has been able to partner with many communities in order to both complete training requirements while at the same time helping our neighbors complete many projects.

Enclosed with this letter are two documents. The first is a Department of Defense information paper on the program and general requirements followed by the IRT application. There are several additional documents you will need to compile through the application process however they will be provided by the point of contact listed below.

Once you complete the application, please return it to the point of contact. The application will be reviewed by our public information officer, environmental engineer, and legal office; and upon determining it to be a viable training event it will be presented to the Adjutant General, MG Sprynczynatyk, for his approval. While the supporting documentation can be submitted after the initial application, please understand the application cannot be submitted to the Department of Defense until it is complete.

The point of contact for this program is First Sergeant Wally Keller, who can be contacted at (701) 333-6904 or wallace.keller@us.army.mil.

Sincerely,

A handwritten signature in black ink that reads "Michael A. Holly".

Michael A. Holly
Lieutenant Colonel, ND National Guard
Branch Chief, Plans, Training, and Lessons Learned

2 Enclosures

SUBJECT. Innovative Readiness Training (IRT) Program Guidelines from the Office of the Assistant Secretary of Defense for Reserve Affairs (OSD/RA)

General. These guidelines apply to any IRT project conducted under the authority of Section 2012 of Title 10, U.S. Code and DoD directive 1100.20, dated January 30, 1997. The Adjutant General of ND must approve and sign all project submissions. Additionally, a legal review must be accomplished for each project to ensure that all legal requirements are satisfied. DoD and military leadership must ensure that they afford only the best support and services to the civilians they serve.

1. PROGRAM TITLE. Civil-Military Innovative Readiness Training. This program is a partnership between requesting community organizations and the military; therefore resource support is a "shared" responsibility. Individual IRT Projects provide commanders another option to meet their mobilization readiness requirements, enhancing morale and contributing to military recruiting and retention. As in overseas deployments, these projects should be incorporated into future unit training plans and budgets.

2. FUNCTIONAL AREAS. Engineering, Medical/Healthcare/Human Services, Transportation.

3. AUTHORITY. Department of Defense directive 1100.20, "Support and Services for Eligible Organizations and Activities Outside the Department of Defense," January 30, 1997.

4. TERMS AND CONDITIONS. Approval to execute these projects is based on the following:

- a. All IRT project submissions shall meet all of these guidelines and requirements:
 - 1) Consists of activities essential to the accomplishment of military readiness training and offer incidental benefits to the community in which the training activities occur.
 - 2) Provides support and services that:
 - a) in the case of assistance by a unit, will accomplish valid unit training requirements; and,
 - b) in the case of assistance by an individual member, will involve tasks directly related to the specific military occupational specialty of the member and fall within the member's scope of duties.
 - 3) Be conducted in a Federally-funded training status under Title 10 or Title 32, U.S.C.
 - 4) Not endorse, or favor any non-governmental entity (whether profit or non-profit), commercial venture, religion, sect, religious or sectarian group, or quasi-religious or ideological movement.
 - 5) Identify a military officer responsible for conducting each project who will be responsible for obtaining all required documents for package submission; and coordinating with other participants.
 - 6) Include certification of non-competition with other available public and private sector service organizations. This must be accomplished by the requesting official posting a public notice ad in a local newspaper for the minimum state required time for public notices. If any such commercial entity is identified by that publication, then certification is required to be provided by the requesting official that the commercial entity agrees to the provision of services by the Armed Forces.

7) Include review and endorsement by the ND National Guard:

- a) Adjutant General of the State of ND
- b) Staff Judge Advocate
- c) Environmental Office
- d) Public Information Officer
- e) Army HQs/119 Wing commander
- f) United States Property and Fiscal Officer (USPFO), who will verify:

- (1) supplies and equipment items are on the GSA schedule or local purchase and that the prices are fair and reasonable;
- (2) estimated cost for each project is delineated by Operation and Maintenance and Pay and Allowances for all participating military organizations;
- (3) fiscal accountability is in accordance with comptroller directives.

- g) Medical, Nursing, or Dental officials (if applicable) for regulation compliance.
- h) Inter-governmental agencies (if applicable).

b. All Medical IRT project submissions shall:

- 1) Identify the Federal, regional, state, or local governmental Civilian Health Organization (CHO) governing entity that agrees to all medical/healthcare procedures and activities performed by military personnel. The CHO shall conform to all applicable federal, state, and local laws that regulate healthcare delivery within the state or territory, and all state practice acts specific to the participating healthcare professionals. Military personnel shall follow the military regulations specific to the healthcare professionals participating, however, if there is a difference between the state practice acts and military regulations, the strictest application shall apply to the military healthcare personnel participating.

- a) The CHO Lead is to provide an on-site supervisor for each exercise.
- b) The CHO shall certify that these projects:

- (1) accommodate an identified underserved healthcare need that is not being met by current public or private sector assistance. The CHO shall provide a description of the criteria they use to identify the medically underserved community and the specific services they require; and,
- (2) are provided in a manner that does not compete with private sector medical/dental/healthcare assistance in the underserved area.

- 2) The CHO verifies and documents the responsible agent, whether military or civilian, ensures compliance for each operational site for the following:

- a) medical handling and disposal;
- b) Clinical Laboratory Improvement Act (CLIA);
- c) credentialing and privileging of military health care provide to include basic life-support and, if applicable, advance trauma/cardiac requirement - The strictest requirement applies;
- d) emergency evacuation of any real-life emergencies;
- e) follow-up care of patients for continuity of care; and,
- f) handling of patients' records for continuity of care and privacy act issues;

- 3) Conducted when all participating military personnel:
 - a) in direct contact with the patient population, use universal body substance isolation precautions as developed by the Center for Disease Control and Occupational Safety and Health;
 - b) have completed required immunizations (to include the Hepatitis B series) IAW their service regulations; and,
 - c) have a current negative Human Immunodeficiency Virus (HIV) test IAW their service regulations.

5. PROGRAM MANAGEMENT. The DoD program sponsor is the Office of the Assistant Secretary of Defense for Reserve Affairs, responsible for policy and guidance oversight.

- a. OASD/RA will not approve incomplete package submissions
- b. Organizations may not conduct projects without OASD/RA approval
- c. OASD/RA will provide Memorandums of Agreement (MOAs) to organizations at the beginning of each FY after overall project approvals.

6. FUNDING AND COST ACCOUNTING. OASD/RA may allocate supplemental funds to the ND National Guard. The USPFO is responsible for identifying all funds and Fiscal POCs to receive the funding. These funds cannot be transferred from one agency to another and the USPFO must be able to program to the correct source at the start of the fiscal year. Further the USPFO is responsible for reporting total project cost to OASD/RA, using After Action Reports (AARs) as described.

**Office of the Assistant Secretary of Defense
Reserve Affairs
1500 Defense Pentagon
Washington, DC 20301-1500**

**INNOVATIVE READINESS TRAINING
REQUEST FOR MILITARY ASSISTANCE**

This application is to be used by all civil organizations or governmental agencies requesting Civil-Military Innovative Readiness Training (IRT) support as authorized by section 2012 of Title 10, United States Code. Applications are to be mailed to:

Office of the Adjutant General
ND National Guard
Attn: IRT Coordinator
P.O. Box 5511
Bismarck, ND 58506-5511

All IRT applications for support will be reviewed for completeness and eligibility. The applications will be forwarded to the Service IRT Program Managers and the Services will review the event for unit and individual training opportunities. The Services will forward a request to support the training event to the Office of the Assistant Secretary of Defense for Reserve Affairs (OASD/RA) for final review and approval. It is imperative that the information provided by the requesting official(s) be accurate and complete. A requesting official is an individual who submits the request and can sign contracts or commit funds and resources on behalf of the requesting organization. Specific information related to medical (Attachment A), engineering (Attachment B), and transportation and dive (Attachment C) training events must be included with this application. Complete the additional documents as appropriate for the training event. Any additional letters, documents, maps that would provide more information or details to the proposed training event also should be attached to the application as appropriate. Any request for support that will exceed one year must submit an annual request for military participation with all supporting documentation. **The application must be completed annually for the length of the training event.**

Please include copies of documents listed below with this application:

1. 501 C3 letter- required for non-profit organization request, must not be more than 10 years old
2. Articles of Incorporation
3. By-laws
4. Copy of newspaper ads which were published twice on two separate dates. State/Federal/local government entity to use their required process to advertise for this training event; i.e. advertisement in FedBizOps or contract ads. (see #12 below).
5. Notarized affidavit that the ads were published
6. Environmental study if appropriate
7. Statement of non-competition (Attachment D)
8. Release of liability (Attachment E)

The execution of any approved IRT training event is contingent upon the availability of funding and DoD resources.

1. Name of community, agency, State or Federal entity requesting military support:

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1a. Is the requesting agency/organization a military entity, either State or Federal, active, reserve or Guard?

Yes _____ No _____

1b. Is the requester a non-profit organization or entity other than city, state, federal entity?

Yes _____ No _____

If the answer is yes, attach a copy of the articles of incorporation, 501C3 letter, and organization by-laws with this application.

2. Address of requesting organization:

City	State	Zip

3a. Will this training event take place at a location different from the address listed above?

Yes _____ No _____ If yes, include address in block below.

City	State	Zip

3b. Does the requestor have ownership of real estate or real property where this training is to take place? Yes_____ No_____ Property owned by _____

4. Will this training event take place on a state or federal military installation, post, fort, base or other facility or property operated/leased/owned by or housing a federal or state military service or component?

Yes _____ No _____

5. Information for requesting official submitting request for support:

Name:
Title:
Phone number:
Email address:
I have authority to enter into a binding agreement/MOU/MOA on behalf of the agency I represent: Yes _____ No _____
I have authority to commit resources or funds on behalf of the agency I represent: Yes _____ No _____

6. Check which community facilities are available (at no expense) for use by military during the training event.

Guard armory	city hall offices	community center	airfield hangar	clinic	school	office trailers
Other:						

7. What contributions or resources will be provided by the requesting organization to assist this proposed IRT training event? Place an "x" next to each that applies.

Lodging	Computer/internet access	transportation
Meals	Telephone access	Construction supplies
Office space	Fax machine	Building materials

7a. Other assistance/financial/facilities provided by the requesting agency/community:

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8. What other funding/support is being contributed to this training event?

Fed/State/Local/Private	Department	Amount of funding Requested	Amount of actual appropriated funds/date appropriated
<i>Example- Federal</i>	<i>Dept of Transportation</i>	<i>\$1,000,000</i>	<i>\$500,000 1 Oct 2008</i>

9. Specify and explain three prioritized time frames for the requested IRT support.

TIME FRAME	REASON FOR SPECIFIC TIME PERIOD

10. Describe any special events/holidays/activities/ or local issues that may be ongoing during the training period. Include any situations that the military should be aware of that may impact their activities in the community.

11. What is the projected length of time needed to complete this training event?

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12. Federal, state, city **engineering training events** - has this training event been listed on the federal/state/county/city websites for engineering projects and advertised according to federal/state/county/city contract law or the contract bid process?

Yes ___ No ___ **This is an annual request for the length of the event.**

If no, please attach an explanation to why this process was not completed.

All training events- Please include the public notice ads that were placed in the newspaper for the minimum state required time for public notices.

Attach a copy of the ads and notarized affidavit stating the ads were published and what was the response to the ads. If this is a multi-year event, a new ad must be published annually.

12a.

Place of advertisement	Date advertised

13. Is the requested support available from a commercial entity? Yes ___ No ___

A negative response means there are no contractors or companies in the area/community of the training event that conduct this type of business.

13a. If services are available from a commercial entity, has the official submitting this request received a “certificate of non-competition” from the commercial entity that would otherwise provide such services? Yes ___ No ___

14. Has this training event been presented to any of the following entities: provide name beneath title if applicable.

US Senator	Governor	State Senator	City Mayor
US Congressman	State TAG	State Representative	other

15. Remarks and project description (attach legal description and map, and additional sheet if necessary)

Printed name of requesting official/civil authority

Signature of requesting official/civil authority

Date: _____

Mail application to:
Office of the Adjutant General
ND National Guard
Attn: IRT Director
P.O. Box 5511
Bismarck, ND 58506-5511

Attachment D

Statement of Non-Competition

The Innovative Readiness Training (IRT) Event _____

(name of event) located in _____(city)
_____(state) for Fiscal Year 20_____, would not compete with the services offered by civilian companies/vendors/entities or private providers. For the reasons set forth below the requested IRT assistance is not reasonably available from a commercial entity.

On two occasions, (date)_____ and (date)_____ an advertisement for the services/training to be performed by the military has been advertised in (name of publication) _____ consistent with the requirements of the IRT Program and the rules, if any, of the requesting organization. Copies of each advertisement are attached to the application.

No responses have been received by the designated deadline specified in the advertisements, and this organization has received no objection to the military participation in this training.

Printed Name: _____

Signature: _____

Title: _____

Organization: _____

Phone: _____

Date: _____

Attachment E

RELEASE AND HOLD HARMLESS AGREEMENT

The _____ (name of requesting organization) located in _____ (city/state) agrees that its request that DoD military personnel conduct an Innovative Readiness Training (IRT) mission in support of _____ (organization) during fiscal year 20 ____ is subject to the following conditions:

1. The DoD IRT military support will be limited to that which is approved by the Department of Defense. Support that has not been previously approved will not be provided; IRT mission personnel may not perform activities beyond those previously approved.
2. Support shall be limited to providing personnel and equipment only.
3. All DoD military personnel and equipment will remain under the control and supervision of the officer or noncommissioned officer responsible for the military unit tasked to provide the IRT support.

The _____ (name of the requesting organization), in exchange for the DoD IRT military support, also agrees, on behalf of itself and its agents, to:

1. Release the DoD, its subordinate units, its officers, military personnel, employees, agents, and servants from any claim, demand, action, liability, or suit of any nature whatsoever for or on account of any injury, loss, or damage to the requesting organization and its agents arising from or in any way connected with the DoD military personnel support, excluding, however, any injury, loss, or damage arising solely from the intentional torts or gross negligence of the DoD military personnel or its agents.
2. Hold harmless the DoD, its subordinate units, officers, military personnel, employees, agents, and servants from any claim, demand, action, liability, or suit of any nature whatsoever for or on account of any injury, loss, or damage to any third person or third person's property arising from or in any way connected with the DoD IRT military support, excluding, however, those arising solely from the intentional torts or gross negligence of the DoD military personnel or its agents.

With full understanding of the conditions and agreements state above, the undersigned representative, who is authorized to execute this document which is binding on his organization and all assigns, heirs, executors, beneficiaries, and derivative claimants, hereby executes this release of liability and hold harmless agreement.

Printed name: _____ Date: _____

Signature: _____

Title: _____ Organization: _____