

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE U.S. ARMY SPACE AND MISSILE DEFENSE COMMAND (USASMDC)
U.S. ARMY KWAJALEIN ATOLL/REAGAN TEST SITE (USAKA/RTS)
AND
THE U.S. DEPARTMENT OF ENERGY (DOE)
OFFICE OF HEALTH

SUBJECT: Operational and Logistical Support to the U.S. Department of Energy (DOE) by U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS)

1. **PURPOSE:** This MOU establishes and defines the mutual support relationship between the U.S. Army Kwajalein/ Reagan Test Site (USAKA/RTS) and the United States Department of Energy, Office of Health (DOE/EH-5) and broadly states the mutual operational and logistical support services to assist DOE to fulfill program requirements mandated under the Compact of Free Association Amendments Act of 2003, 48 U.S.C. 1901 *et seq.* An existing Interagency Support Agreement (ISA) between the DOE and USAKA/RTS will be revised to delineate specific resource requirements, responsibilities, support services, and financial arrangements.
2. **REFERENCES:**
 - a. Public Law 108-188, "Compact of Free Association Amendments Act of 2003".
 - b. Interagency Support Agreement (W31RPD-92072-002) between USASMDC and the DOE.
 - c. Defense Regional Inter-Service Support (DRIS) Regulation, DOD 4000.19R.
 - d. Major Range and Test Facility Base, DOD Directive 3200.11 and AR 70-69.
 - e. Accounting Policy and Procedures for Intragovernment, Intradefense, and Intra-Army Transactions, AR 37-27.
 - f. The USAKA Financial Policy and Rate Manual, as revised.
 - g. Interagency Support Agreement (FB5260-03357-0331) between 15 AW (USAF) and the U.S. Department of Energy.
3. **BACKGROUND:** The DOE, through the Compact of Free Association Act of 1985, as amended, is mandated to conduct a program of medical and environmental surveillance of specific people and islands in the Republic of the Marshall Islands (RMI) exposed to radioactive fallout from the U.S. thermonuclear test Bravo that took place at Bikini Atoll, in the central Pacific Ocean on March 1, 1954 (medical care program) and the U.S. nuclear testing program in the northern Marshall Islands between 1946-58 (radiological monitoring program at Bikini, Enewetak, Rongelap and Utrok). In order to

discharge its statutory responsibilities for the prescribed surveillance activities, the DOE has required a logistical and operational base, as well as program support structure in the RMI and in Honolulu, Hawaii. The USAKA/RTS and its Kwajalein Logistics Support (KLS) Contractor have historically assisted and supported the DOE in carrying out its statutory responsibilities in the RMI.

4. **SCOPE:**

- a. The USAKA/RTS will provide logistical and operational support to the DOE's Marshall Islands Program at Kwajalein and Honolulu, to the extent of its available resources and capabilities, on a cost reimbursable and mission non-interference basis.
- b. Local procedures and working arrangements are the responsibility of the Commander, USAKA/RTS and the DOE/EH Representative, Honolulu or his/her designee.
- c. Support provided under this agreement will be arranged by USAKA/RTS and accomplished by its KLS Contractor and its Security and Law Enforcement Contractor, or other sources deemed appropriate by USAKA/RTS.
- d. The USAKA/RTS will provide if available and needed, office, warehousing, equipment storage yard, and in-hospital examination space, and medical program assistance/coordination on Kwajalein Island for DOE to facilitate its field operations. The DOE will arrange with USAKA/RTS for construction and modifications of facilities if necessary, on a reimbursable basis.
- e. DOE will provide, if available, and with the concurrence of 15 AW (USAF) office and warehousing space at Building #T-3225, Hickam AFB, Honolulu, HI to USASMDC/USAKA/RTS, sufficient to meet mutual support requirements. Such requirements will be requested and specified in writing by SMADC/USAKA/RTS. In addition, the USASMDC/USAKA and RTS will arrange with DOE for the use, and if necessary, the construction modifications of the facility, on a reimbursable rate to be established by DOE, per paragraph 4.h., below.
- f. All DOE personnel and contractor staff will follow all regulations in force at USAKA/RTS, and will follow all special orders and instructions of the Commander, USAKA/RTS. All DOE patients and escorts will be asked to comply as well.
- g. The USAKA/RTS and the DOE will coordinate mission schedules and keep each other advised of changes to current and future support

requirements that will result in, for example, relocation and/or changes in activities, schedule changes, loss or gain of missions, and reallocation of resources.

- h. The DOE will request all support from USAKA/RTS formally through Letters of Requirements & Request for Cost Estimates. The USAKA/RTS will provide cost estimates to DOE and will furnish the requisite support on a reimbursable basis. Likewise, the costs associated with USASMDC/USAKA/RTS access to and use of DOE's office and warehousing complex at Hickam AFB, Honolulu, will be reimbursed to DOE, in accordance with a separate Interagency Support Agreement (ISA) to be negotiated between the DOE and USAKA/RTS.
- i. The DOE will support USAKA/RTS in its efforts to reduce facilities, remove temporary structures, maintain the installation's security posture, and to the extent possible, assist in the mutual goal of spurring growth of the RMI's economy.

5. SPECIFIC PROVISIONS:

- a. The USAKA/RTS will support, on a reimbursable and non-interference basis, the DOE medical and radiological missions in the Marshall Islands by providing billeting and food services/meal cards for mission personnel, staff, contractor, and sponsored mission members, medical translators, authorized patients and their approved escorts, and related, non-U.S. personnel, in accordance with DOD, Army, UASMDC and USAKA/KTS regulations; by providing surface, sea and air transportation as necessary and available; by providing physicians and medical personnel as necessary and available, to coordinate and conduct annual examinations of the DOE patients per agreed protocols; by furnishing laboratory, ultrasound, diagnostic imaging services, including mammography and related needle biopsies on terms previously negotiated, pharmaceutical services; and, by recommending treatment options and medical referrals for patients, either to Hawaii or to RMI's health care system; and by maintaining requisite medical records, files, reports, and data collection, as requested by DOE.
- b. As requested, the USAKA/RTS will support the DOE's environmental and radiological work, by providing billeting, food service/meal cards, surface and air transportation, cargo handling and retrograde shipments, all on a reimbursable and non-interference basis.
- c. The USAKA/RTS will provide family quarters housing, educational, health, dental, and community services at Kwajalein for the DOE's

Program Coordinator, a contract employee of Bechtel Nevada. These services will be in accordance with USASMDC and USAKA/RTS regulations and are reimbursable from DOE as described in the ISA.

- d. The USAKA/RTS will provide, on a reimbursable basis, administrative, technical, coordinative and medical professional services to the DOE, as requested, to fulfill its logistical, operational, and mandated medical services and requirements under its program in the RMI. Honolulu support may include ancillary services such as freight-forwarding, and passenger-manifesting to enable transit of cargo and personnel aboard Air Mobility Command (AMC) flights as requested by DOE, also on a reimbursable basis.
- e. The USAKA/RTS will provide other categorical and/or miscellaneous services as may be defined and detailed in the ISA.

6. PUBLIC INFORMATION & COORDINATION

The USAKA/RTS and DOE will coordinate, subject to the Freedom of Information Act (5 USC 552) and other applicable U.S. law, all activities and decisions regarding the disclosure of information to the public about support to the DOE's programs and projects at USAKA/RTS.

7. REVIEW, AMENDMENT, AND TERMINATION

This MOU will be reviewed triennially by both parties beginning 120 days prior to the anniversary date, may be amended by written agreement between DOE and USAKA/RTS, and may be terminated by the mutual agreement of DOE and USAKA/RTS or by either party upon 90 days written notice to the other party.

8. EFFECTIVE DATE

This MOU shall become effective upon the date the last signatory signs the agreement.


C. RICK JONES
Deputy Assistant Secretary
Office of Health/DOE


BEVERLY STIPE
Colonel, USA
USAKA/RTS

14 Sept 2004
DATE

7 Sep 04
DATE