

INTERAGENCY AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY,
PACIFIC AREA SUPPORT OFFICE
AND THE TRUST TERRITORY OF THE PACIFIC ISLANDS

The United States Department of Energy, Pacific Area Support Office (hereinafter referred to as "DOE/PASO") and the Trust Territory of the Pacific Islands (hereinafter referred to as the "TTPI") desire to enter into an agreement superseding the 1974 agreement between the U.S. Atomic Energy Commission and the Trust Territory of the Pacific Islands, whereby the DOE will provide reimbursement for certain costs incurred by the TTPI under TTPI Public Law No. 7-116, entitled "Trust Territory Fallout Survivors Act".

Therefore, DOE/PASO hereby agrees to provide funds in an amount not to exceed \$30,000 per annum, as reimbursement to the TTPI for costs incurred, subject to the following terms and conditions:

1. The term of this agreement shall run from October 1, 1978 through September 30, 1979, subject to extensions mutually agreed to by the parties or their successors.

TAB A

2. The estimated cost under this agreement is \$30,000 per annum and payments hereunder shall not in the aggregate at any time exceed this amount unless mutually agreed. Reimbursement will be made quarterly for actual costs incurred.

3. It is expressly understood and agreed that DOE/PASO's reimbursement hereunder shall be limited to expenditures incurred by the TTPI in accordance with the following provisions.

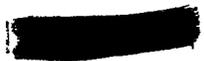
a. This Agreement shall be without effect until:

(1) DOE shall have agreed in writing as to the nature and type of illness to which it applies, and

(2) Appropriate rules and regulations shall have been promulgated by the TTPI as provided for in Section 9 of PL No. 7-116.

b. Reimbursement shall be provided only for persons on the roster of the Brookhaven National Laboratory and shall include only exposed persons and designated control persons (Encl). Others may be covered on a case by case basis as determined by Brookhaven National Laboratory physicians.

c. Reimbursement shall be made for the following classes of expenditures:

 5009397

(1) Transportation for the patient and escort as defined in PL No. 7-116, by field trip ships and subsistence while on such ships, both in accordance with prevailing Marshall Islands rates.

(2) Transportation by air to and between Majuro and Ebeye when required.

(3) Payments of \$2.00 per day per patient for incidental expenses while an inpatient.

(4) Payments of \$10.00 per day for escorts and for patients while on outpatient status.

NOTE: At its discretion the TTPI May deduct subsistence charges from payments made to outpatients or escorts who use hospital room and board facilities.

4. Billing for reimbursement under Provision 3 of this Agreement shall be submitted to DOE/PASO quarterly and must include:

- a. Name of Claimant
- b. Status (patient or escort)
- c. Hospital to which referred (Majuro, Ebeye)
- d. Reason for escort (per criteria PL NO. 7-116)
- e. Referred by (health aide, medex, BNL physician)
- f. Diagnosis upon arrival Majuro or Ebeye
- g. Treatment

- h. Number of days inpatient
 - i. Number of days outpatient
 - j. Date released as outpatient
 - k. Ship transportation and subsistence costs
 - l. Aircraft costs
 - m. Total costs
 - n. Date vessel left to return patient to home island
 - o. Verification of above by signature of the Marshall Islands District Director of Health Services and review by Headquarters TTPI
 - p. Date claim paid in full by TTPI
5. It is agreed and understood that the TTPI will indemnify and hold harmless the DOE/PASO, its contractors and employees from any and all liability (including third party liability) for any cause whatsoever arising out of implementation of this Agreement and resulting in injury, loss, or damage to a patient, person accompanying the patient or any other person; provided, however, that this indemnification provision shall not apply to the extent that such liability, injury, loss, or damage shall have resulted from the fault or negligence of the DOE/PASO, its contractors, or employees.

6. Appendix , dated , and covering standard DOE requirements in connection with the DOE's interagency agreements, is annexed hereto and hereby made part of this Agreement.

U.S. DEPARTMENT OF ENERGY, PACIFIC AREA SUPPORT OFFICE

Accepted by:

Title:

Date:

TRUST TERRITORY OF THE PACIFIC ISLANDS

Accepted by:

Title:

Date:

5009400

COMPARISON

Agreement E(49-7)3159

1. Basis is TTPI PL No. 5-52.
2. Is Agreement between AEC HQ and TTPI.
3. Provides up to \$20,000 per annum on reimbursable basis. No flexibility to increase ceiling unless document amended.
4. Calls for detailed expenditure statement from TTPI but does not state what details desired.
5. Covers exposed and control persons on BNL roster.
6. Provides \$9.00 per diem for patients and escorts.
7. Provides ship transportation and meals from home island to District Hospital.
8. Expires June 30, 1975 subject to extensions mutually agreed.
9. None.

Proposed New Agreement

1. Basis is TTPI PL No. 7-116 effective April 4, 1978.
2. Is Interagency Agreement between DOE/PASO and TTPI. This is consistent with the intent of Wm. W. Burr's telecommunications to Robert Taft dated July 11, 1978 and would allow for close supervision because of frequent PASO-TTPI contact.
3. Provides up to \$30,000 per annum with option to increase.
4. Calls for reporting form with medical details tied into expenditure details. It was brought to PASO's attention that provisions of the Privacy Act may preclude some of the detailed reporting as set forth in Section 4 of the draft Interagency Agreement.
5. Same except provides some latitude for BNL physicians in referring others on a case by case basis.
NOTE: Counsel for the people of Rongelap requested that the Agreement include coverage for all people of Rongelap and Utirik with thyroid abnormalities.
6. Provides \$2.00 "subsistence" while inpatient; \$10.00 while outpatient. This change should better allocate funds on a need basis. The TTPI pays \$1.00 per day to both in and outpatients from outer islands.
7. Same but add air transportation between Ebeye and Majuro if necessary to referral treatment.
8. Expires September 30, 1979 subject to extensions mutually agreed.
9. Activates Agreement only upon receipt of TTPI regulations acceptable to DOE including illnesses to be covered under agreement.

TAB B

5009401