

UN-217 (supersedes UN-213)

**MEMORANDUM OF AGREEMENT BETWEEN  
THE DOE OFFICE OF INTERNATIONAL HEALTH PROGRAMS  
AND THE DOE NEVADA OPERATIONS OFFICE FOR  
THE SUPPORT OF THE MARSHALL ISLANDS PROGRAM**

**I. BACKGROUND**

The Department of Energy (DOE) has funded and/or operated a program (known as the Marshall Islands Program) for more than 40 years. The program consists of three major elements and associated key activities: medical surveillance, referral, and treatment of Marshallese exposed to radioactive fall-out in 1954; radiological surveillance of populations representing Bikini, Enewetak, Rongelap and Utrik Atolls; and radiological evaluations of the environment and related dose assessments in the Northern Marshall Islands. On March 27, 1990, a Secretarial Directive assigned the Marshall Islands Program to the Assistant Secretary for Environment, Safety and Health. The program's functions are managed by the Director, Office of International Health Programs.

Historically, logistical support for these activities has been provided by the DOE Nevada Operations Office (DOE/NV) and its Pacific Area Support Office (PASO) in Honolulu, Hawaii, through its Management & Operating (M&O) contractors. The contract has been administered by DOE/NV with Contracting Officer (CO) authority. With the closing of PASO, the DOE/NV will exercise its Marshall Islands Program support role and contracting oversight function through a Designated Official (DO) provided by the Office of International Health Programs (EH-63) and located in Honolulu, Hawaii.

**II. PURPOSE**

This Memorandum of Agreement (MOA) lays out and assigns the responsibilities and functions of EH-63 and DOE/NV to: 1) ensure program effectiveness; 2) establish working relationships; and 3) define operational and contractual logistic support and evaluation responsibilities. This MOA describes the relationship and interfaces between EH-63 and DOE/NV to ensure that contractor logistical support is provided to the Marshall Islands Program.

**III. GENERAL**

Under this MOA, the points of contacts shall be the Assistant Manager for Environmental Management, DOE/NV, and the Director, EH-63. The implementing officer for the program will be the Designated Official in Honolulu, Hawaii.

## V. AUTHORITIES

EH-63 will provide policies and direction in the planning and execution of the program and assure funding to DOE/NV on a timely and regular basis for the logistical support operations. The DOE/NV will provide contractor support to the extent requested, within provided funding, for the logistical aspects of EH-63's Defined Work Requirements and scientific and medical missions to the Marshall Islands.

EH-63 will provide a representative in Honolulu, Hawaii, at DOE/NV's Hickam AFB facility to serve as the DO and to provide daily operational, technical direction and oversight of the activities and work requirements necessary to effectively accomplish logistical support to the program. All Memoranda of Understanding, interagency agreements, Marshall Island Government/local Memoranda of Agreements, and Inter-service Support Agreements (except the DOE/NV-15th. Airbase Wing, Interagency Support Agreement) will be written, maintained, and managed by EH-63.

DOE/NV has the contractual authority and responsibility for the activities of Bechtel Nevada Corporation, its support contractor. All M&O issued sub-contracts, purchase orders and like documents will be accomplished under DOE/NV procurement authorizations, with the DO filling the role of program representative where required. DOE/NV shall delegate DO authority to EH-63 through its DOE representative in Honolulu, Hawaii, for the management oversight and monitoring of the contractor's activities and performance. EH-63 shall implement the delegated contract management authority and appropriate departmental policy and guidance. Consistent with contractual authority, DOE/NV may perform periodic surveillance, audits, and appraisals of its contractor's activities.

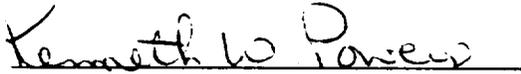
To further clarify responsibilities and strengthen the communication and coordination between EH-63 and DOE/NV, including its M&O contractor, there is an attached "Implementation Plan" which adds detail to this Agreement.

## VI. PROGRAM FUNDING

This agreement shall not be used to obligate or commit funds or as a basis for the transfer of funds.

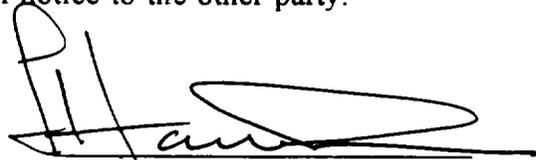
VII. COMMENCEMENT-CHANGE-TERMINATION

This Agreement is effective upon signature of the parties, may be modified or amended by written agreement of the parties, and be mutually terminated upon 60 days written notice of the parties or by 90 days written notice to the other party.



Kenneth W. Powers  
Acting Assistant Manager  
for Administration, DOE/NV

Date: 4/30/96



Frank C. Hawkins  
Director, International  
Health Programs, EH-63

Date: 4/26/96

Attachment

## **IMPLEMENTATION PLAN FOR CONDUCT AND EXECUTION OF THE DEPARTMENT OF ENERGY'S MARSHALL ISLANDS PROGRAM**

### **I. PURPOSE**

The DOE/NV has determined, due to the closing of its Pacific Area Support Office in Honolulu, Hawaii, and other management considerations, that the most efficient manner in which to continue support to the Office of International Health Programs' (EH-63) Marshall Islands program is to establish a customer relationship with EH-63. This will be based upon meeting the customer's specific requirements and being responsive to EH-63 program management policies, directives, and funding guidelines. DOE/NV will express this relationship by delegating authority for contract oversight and monitoring to EH-63 and its Representative(s) and by making the services of its Management and Operating (M&O) Contractor, Bechtel Nevada Corporation, available to provide logistical support to the Marshall Islands Program. The governing document is the Memorandum of Agreement between DOE/NV and EH-63 which defines the authorities and general responsibilities for support of the Marshall Islands Program.

### **II. IMPLEMENTING MEASURES**

- o EH-63 will conduct at least two meetings annually to review the needs and requirements of the program: a Mid-Year Program Review meeting with its principal managers and support contractors, and an annual meeting with EH-63's program managers, contractors, Marshall Islands Government officials, and other customers.
- o Following the Program Review, EH-63 will brief the DOE/NV's Assistant Manager for Environmental Management and/or the Contracting Officer (CO) of the proposed Logistical Support Effort, element by element, which will be requested of DOE/NV and its contractor for the upcoming fiscal year.
- o Prior to the beginning of the fiscal year, the contractor will identify the proposed cost, schedules and deliverables for each EH-63 proposed program element. An element is either a Defined Work Requirement, Key Activity, or Mission, as defined by EH-63. As part of DOE/NV's work authorization process, the contractor will submit a Work Authorization Directive (WAD) for the program elements to the Designated Official (DO) in Honolulu, Hawaii, for review and comment. After areas of concern are discussed, the WAD will be sent by the DO to EH-63 for final concurrence, who, in turn, will send it to the DOE/NV's Contracting Officer (CO) for signature and authorization of the work effort. New requirements will follow a similar process.

- o Sixty days prior to the start of each mission or thirty days before implementation of a Key Activity/Defined Work Requirement, the contractor will identify the specific requirements of the task(s) and develop an Activity Support Plan, complete with measurable goals, cost estimates, and a staffing and travel matrix for acceptance by the DO. Changes in requirements will be reviewed and discussed by the contractor and the DO.
- o Monthly, the contractor will provide EH-63 and the DO with a program status report which will measure the goals accomplished, enumerate concerns, and offer recommendations and measures for improvement. It will also include a financial report detailing expenditures and commitments in cost categories to be coordinated with EH-63. Ad hoc reporting may be requested by DOE.
- o EH-63 shall work with DOE/NV to identify the need for and develop a schedule for program surveillance, audits, and appraisals, as are mutually agreed, for each fiscal year. EH-63 will coordinate guidance on appropriate environment, safety, and health standards applicable to the Marshall Islands Program, and with DOE/NV Management.
- o The EH-63 Representative in Honolulu, Hawaii, as DO, will be responsible for technical oversight, monitoring, and functional evaluation of the contractor and its activities in support of the Marshall Islands Program, as delegated by the DOE/NV's Contracting Officer.
- o DOE/NV will administer the Performance Based Award-Fee process, and will obtain functional data on the contractor's performance for the period under review, from the DO in Honolulu, Hawaii. EH-63 will also offer data for DOE/NV evaluation, if it so chooses.

### III. TERMINATION

The Implementation Plan may be modified or terminated consistent with the terms of the governing MOA.