

MEMORANDUM OF AGREEMENT
BETWEEN
HEADQUARTERS, U.S. ARMY CORPS OF ENGINEERS
AND
HEADQUARTERS, U.S. ARMY MEDICAL COMMAND

ARTICLE I - PURPOSE AND AUTHORITY

This Memorandum of Agreement ("MOA") between the U.S. Army Corps of Engineers (USACE) and the U.S. Army Medical Command (MEDCOM) ("the parties") establishes a framework for USACE support to the MEDCOM operations, maintenance, repair, and minor construction program (hereafter called O&M program). This MOA is entered into pursuant to the Economy in Government Act (31 USC 1535).

ARTICLE II - SCOPE

USACE and MEDCOM have selected three USACE Support Offices to provide specialized support to MEDCOM facilities. These offices are the Mobile and Fort Worth Districts and the U.S. Army Engineering & Support Center, Huntsville. Goods and services provided by USACE under this MOA include project management, contract award and administration, design, A-E support services, technical support and construction management. Construction management services may include quality assurance, contract administration of modification and claims, resolution of requests for information, review of submittals as required and execution of contractor payments. These services may be provided for projects located worldwide.

All work under this MOA will be limited to facility operation, maintenance, repair, and minor construction as categorized in AR 420-10 Management of Installation Directorates of Engineering and Housing. All work under this MOA will be in support of the Sustainment and Renewal Programs.

The Sustainment Program is scheduled or predictive maintenance with scope based upon historical and established maintenance records. Sustainment also includes repairs to real property. Level I sustainment includes the cyclic maintenance requirement and services to sustain operational efficiencies and Joint Commission for the Accreditation of Health Care Organizations accreditation of the facility and nonmedical equipment. Level II sustainment includes all repair work necessary to restore the dysfunctional facility or nonmedical equipment to fully operational mode and repairs necessitated by catastrophic events. Repair consists of restoring real property so it can be used for its designated functional purpose. Repair may be overhaul,

reprocessing, or replacement of deteriorated component parts or materials. It may also be correction of deficiencies in components of existing facilities or systems to meet standards and codes. Corrective work may also involve incidental increases in quantities or capabilities.

The Renewal Program is a package of repairs and minor construction projects which are planned, programmed and executed as one project. The goal of a renewal project is to renew a facility's infrastructure in order to achieve a life expectancy of 50 years. Repairs and minor construction packaged as a renewal project are managed and executed as a single project of finite scope and funded or phased from one to several years. Renewal project scope will be determined by MEDCOM. The work will be classified by the Directorate of Public Works using good engineering judgement, operational considerations and economics. The provisions of DA PAM 420-11 will be followed by the Directorate of Public Works when classifying work.

All work covered by this MOA will be coordinated with the installation Director of Public Works (DPW). The DPW, who is responsible for the final decision on Work Classification, will coordinate work items with both MEDCOM and USACE on this matter. No work, design, maintenance and repair or construction will be started without proper approvals from the DPW. MEDCOM and USACE will keep the DPW informed of progress and provide the information necessary to update the Integrated Facilities System and real property records.

The execution of the work resulting from this MOA may cross geographic USACE division/district boundaries. Nothing in this MOA restricts the geographic districts' ability to solicit and accept work from the local DPW, local medical treatment facilities (MTF) or regional medical commands within that district's assigned area. Geographic districts are encouraged to work closely with the local MTF managers and DPW.

Nothing in this MOA mandates MEDCOM to use the USACE or requires USACE to provide any goods or services to MEDCOM, except as may be tasked in accordance with this MOA.

ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between USACE and MEDCOM, each party will appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact for the utilization of USACE support contracts.

Issues that cannot be resolved between MEDCOM and the Support Offices will

be forwarded through appropriate command channels for resolution at the lowest possible level. Issues that must be elevated to USACE headquarters level will be addressed to CEMP-MD.

ARTICLE IV - WORK TASKINGS

MEDCOM will decide whether USACE support will be required for a particular work effort with the concurrence of the DPW. If it is decided that USACE will provide support, MEDCOM will recommend the appropriate contract vehicle and MEDCOM will select the appropriate Support Office. The USACE Contracting Officer has the ultimate responsibility in the selection of the contract vehicle. Only one Support Office can be tasked with each item of work effort.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

A. U.S. Army Corps of Engineers

(1) General

USACE will provide MEDCOM with goods and services in accordance with this MOA and with specific requirements set forth in the work taskings and implementing arrangements, including project management plans or agreed upon standard operating procedures. Support Offices will provide project management of assigned work.

Support Offices are encouraged to use the technical expertise of CEMP-EM for projects if expertise is not available in the Support Offices.

Support Offices will award contracts at the request of MEDCOM in support of this MOA.

Support Offices will provide construction management services.

Support Offices will inform/advise the geographic districts of pending work in their respective areas of responsibility.

CEMP-MD will be the HQUSACE Program Manager and Principal Representative to serve as the central point of contact on matters relating to this MOA and the MEDCOM facilities support program. CEMP-MD will not participate in day-to-day management of the support program, but will provide command oversight of the USACE efforts.

(2) Support Offices

Each Support Office may execute MOAs with MEDCOM in accordance with the guidelines established in this MOA. The Support Offices will meet with MEDCOM quarterly, or when requested by MEDCOM, to review program execution, establish/revise program policies and procedures and to monitor project efforts.

(a). Mobile District

The Mobile District (CESAM) is the primary Support Office for MEDCOM Sustainment Program and will award and administer the Indefinite Delivery contracts for sustainment projects, construction and A-E services. Work may include minor construction (new work).

The CESAM will provide technical support on contracts for the sustainment program that are administered by the Huntsville Engineering & Support Center (CEHNC), the Fort Worth District, and the MEDCOM organization. This support includes preparation of scopes of work, plans, specifications and cost estimates.

(b). U.S. Army Engineering & Support Center, Huntsville

The U.S. Army Engineering & Support Center, Huntsville (CEHNC) is the primary Support Office for MEDCOM Renewal program. This support includes project management, work definition and scope development, contract award and administration, and technical review of contractor submittals. The CEHNC will, if requested, also provide contract and project management and technical support for MEDCOM sustainment projects. In the provision of this support to MEDCOM, CEHNC will award and administer as appropriate, Indefinite Delivery Contract(s) to accomplish assigned tasks.

(c). Fort Worth District

Fort Worth District (CESWF) will award and administer a Job Order Contract (JOC) for real property maintenance and repair and minor construction at MEDCOM facilities. CESWF will provide life cycle project management for the JOC, create and maintain the appropriate resources to efficiently and effectively manage, execute and administer the JOC; ensure full coordination with all necessary functional elements at the installation, within MEDCOM and within USACE; receive and process requests for work to be accomplished under the JOC.

B. MEDCOM

MEDCOM will serve as the program proponent

MEDCOM will coordinate with the Director of Public Works prior to submitting its request to the Support Office to perform work.

MEDCOM will provide USACE Support Offices scopes of work for contracts and for the individual task orders.

MEDCOM may execute functional review, participate in periodic reviews, and provide written concurrence on Government Estimates prior to the issuance of individual task orders.

MEDCOM will conduct quarterly program reviews.

ARTICLE VI - QUALITY ASSURANCE SERVICES

Quality Assurance (QA) services will be included in the services covered by this MOA. MEDCOM will advise the Support Office whom it prefers to be the QA Provider. MEDCOM will use the following precedence in selecting the QA Provider: (a) the installation Director for Public Works, (b) the Medical Treatment Facility Manager, (c) USACE geographic District, (d) USACE Support Office, and (e) MEDCOM Services Contractor (with transfer of Administrative Contracting Officer Authority to USACE). The Contracting Officer will insure that the selected QA Provider meets all the requirements under the Federal Acquisition Regulations and that proper arrangements have been made for performance of inherently Governmental responsibilities.

ARTICLE VII - FUNDING

MEDCOM will pay all costs associated with USACE's provision of goods or services under this MOA to include minimums for the ID/IQ and JOC contracts as required by EFARS 16.504.

Funds for project management, technical support, in-house design, and CM will be provided by MEDCOM to the Support Offices. The allotment will be based on MEDCOM's projection of required level of effort, the Support Office's estimate to provide same and negotiations between the two parties. USACE Support Offices will typically be funded on a quarterly basis. Funds will be based on their approved annual operating budget and results obtained. Projected CM costs for each project are required to be obligated at the time and from the same source/year of funds as used for the work item (contract delivery order) obligation. At each quarterly MEDCOM in-progress review (IPR), the Support Offices are required to brief the results of their

program.

Support Offices will provide detailed periodic progress, financial and other reports required by MEDCOM. Financial reports will include information on all funds received, obligated, and expended, and on forecast obligations and expenditures. A copy of the reports provided to MEDCOM for the quarterly in-progress review meetings will be provided to CEMP-MD within five days of the meetings. A copy of the meeting minutes will also be provided to CEMP-MD.

For work anticipated to be accomplished by the geographic district, the Project Manager in the geographic Districts will prepare a budget to fulfill the requirements. A target cost will be negotiated by the geographic district Project Manager (QA provider) with MEDCOM on a job by job basis. In any circumstance, all costs incurred for QA would be fully reimbursable to the QA provider by MEDCOM.

Within 60 days of completion of a task order, the Support Office will conduct an accounting action to determine the actual cost and within 30 days of completing this accounting action, MEDCOM will be notified of the total final cost. MEDCOM will provide direction as to the disposition of excess funds.

All work associated with this MOA will be funded with O&M funds.

ARTICLE VIII - APPLICABLE LAWS

This MOA and all documents and actions pursuant to it will be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by USACE will be governed by USACE policies and procedures.

ARTICLE IX - CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by USACE will be resolved in accordance with Federal law and the terms of the individual contract. USACE will be responsible for handling all claims, disputes and appeals and will have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613). The Armed Services Board of Contract Appeal is designated as the appropriate board of contract appeals.

USACE will be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. USACE will notify MEDCOM of any such litigation and afford MEDCOM an opportunity to review

and comment on the litigation proceedings and any resulting settlement negotiations.

ARTICLE X - DISPUTE RESOLUTION

MEDCOM and USACE agree that, in the event of a dispute between them, they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they will refer it for resolution to the Secretary of the Army.

ARTICLE XI - LIABILITY

If liability of any kind is imposed on the United States relating to USACE's provision of goods and services under this MOA, USACE will accept accountability for its actions, but MEDCOM will remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs.

ARTICLE XII - PUBLIC INFORMATION

Justification and explanation of MEDCOM's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch will be the responsibility of MEDCOM. USACE may provide, upon request, any assistance necessary to support MEDCOM's justification or explanations of the work conducted under this MOA. In general, MEDCOM is responsible for all public information. USACE may make public announcements and respond to inquiries relating to the ordinary procurement and contract award and administration process. MEDCOM and USACE will make their best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to this MOA.

ARTICLE XIII - MISCELLANEOUS

A. Other Relationships or Obligations

This MOA will supersede any pre-existing or independent relationships or obligations between the parties or between lower levels of the parties as related to the MEDCOM O&M Program.

B. Survival

The provisions of this MOA which require performance after the expiration or

termination of this MOA will remain in force notwithstanding the expiration or termination of this MOA.

C. Severability

If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

ARTICLE XIV - AMENDMENT, MODIFICATION AND TERMINATION

This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination will be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, MEDCOM will continue to be responsible for all costs incurred by USACE under this MOA and for the costs of closing out or transferring any on-going contracts.

ARTICLE XV - EFFECTIVE DATE

This MOA will become effective when signed by both MEDCOM and USACE.



ALBERT J. GENETTI, JR.
Major General, USA
Deputy Commander
U.S. Army Corps of Engineers



JAMES B. PEAKE
Major General, USA
Deputy Commander
U.S. Army Medical Command



DEPARTMENT OF THE ARMY

U.S. Army Corps of Engineers
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

CEMP-MD (415)

20 December 1996

MEMORANDUM FOR MAJOR GENERAL JAMES PEAKE, DEPUTY COMMANDER,
U.S. ARMY MEDICAL COMMAND, 2050 WORTH ROAD,
FORT SAM HOUSTON, TX 78234-6000

SUBJECT: U.S. Army Corps of Engineers (USACE) Support to the MEDCOM Operation & Maintenance (O&M) Program

1. Enclosed are two original copies of the Memorandum of Agreement (MOA) between HQUSACE and HQ, MEDCOM for USACE support to the MEDCOM O&M program.
2. The MOA forwarded for your signature has been coordinated with your Deputy Chief of Staff for Facilities, Col Tony Arnold and his staff.
3. Request you sign both originals and return one to HQUSACE, ATTN: CEMP-MD. The point of contact is Mr. Harry Jones, CEMP-MD, 202 761-1566.

FOR THE COMMANDER:

A handwritten signature in black ink, appearing to read "Albert V. Genetti, Jr.", written over a horizontal line.

ALBERT V. GENETTI, JR.
Major General, USA
Deputy Commander