



DEPARTMENT OF THE NAVY
BUREAU OF MEDICINE AND SURGERY
2300 E STREET NW
WASHINGTON DC 20372-5300

IN REPLY REFER TO
BUMEDINST 7050.1B
BUMED-M8
30 Mar 2011

BUMED INSTRUCTION 7050.1B

From: Chief, Bureau of Medicine and Surgery

Subj: SUPPORT AGREEMENTS

- Encl: (1) References
(2) Support Agreements: Receiver-Side Matrix
(3) Specialized Agreements
(4) Navy Department Determination and Findings Authority to Use a Time and Materials Type Contract
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(6) Sample Support Agreement
(7) Sample Format for Memoranda of Agreement and Memoranda of Understanding
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1. Purpose. To promote sharing of health care and other resources and define management responsibilities and procedures for administering support agreements. Enclosure (1) contains the list of references. Enclosures (2) through (10) provide amplifying information. Consistent with references (a) and (b), Bureau of Medicine and Surgery (BUMED) encourages the development of support agreements to improve effectiveness and economy of operations by eliminating duplicate support services without jeopardizing mission accomplishment. This is a complete revision and must be read in its entirety. The examples below will be referred to throughout this instruction as support agreements:

- a. Memoranda of Agreement (MOA).
- b. Memoranda of Understanding (MOU).

2. Cancellation. BUMEDINST 7050.1A.

3. Scope. Applies to BUMED headquarters (HQ) and all activities within the BUMED Budget Submitting Office (BSO) (formerly referred to as claimancy).

a. Support Agreements Receiver-Side Matrix. Enclosure (2) identifies criteria, types of agreements, references, formats, endorsement requirements, and designated approval authorities for basic support agreements defined in paragraph 5 and governed by this instruction.

b. Specialized Types of Agreements

(1) Specialized agreements are used for very distinct areas of support. This instruction does not apply to these specialized types of agreements:

- (a) Clinical Investigation Program (CIP)
- (b) Cooperative Research and Development Agreements (CRADAs)
- (c) Department of Defense (DOD)/Department of Veterans Affairs (DVA) Resource Sharing Agreements
- (d) International Agreements
- (e) Training Affiliation Agreements (TAAs).

(2) Enclosure (3) gives definitions and approval requirements for these specialized agreements.

4. Agreements Covered by this Instruction. This instruction applies to basic agreements such as those used to capture general recurring support services. An MOA defines general areas of conditional agreements between two or more parties – what one party does depends on what the other party does (reimbursable or nonreimbursable). An MOU defines general areas of understanding between two or more parties – what each party does is not dependent on what the other party does (no reimbursement involved). The following are examples of reimbursable agreements:

- a. DD Form 1144, Support Agreements, which:
 - (1) Define the support to be provided by a Supplier to one or more Receivers;
 - (2) Specify the basis for calculating reimbursement charges for each service; and
 - (3) Establish the billing and reimbursement process (which documents the transfer of funds), and specifies any other terms and conditions of the agreement.
- b. MOAs that document support provided to or received from a non-DoD Federal agency may use the other agency's form if required by that agency. However, if the other agency's form is used, the agreement must still include all information that would have been recorded on the DD Form 1144.
- c. MOAs that provide support to or receive support from a non-DOD Federal agency are subject to other statutory, regulatory, and higher authority requirements.
 - (1) Per paragraph 4.4 of reference (a), reference (c) applies in the absence of more specific statutory authority. More detailed guidance is found in Federal Acquisition Regulation (FAR) (reference (d)), the Defense Federal Acquisition Regulation Supplement (DFARS) (reference (e)), the Navy/Marine Corps Acquisition Regulation Supplement (NMCARS)

(reference (f)), and Volume 11A, Chapter 3 of the DoD Federal Acquisition Regulation (FMR) (reference (g)). Note that reference (a) makes no distinction in terms of reimbursable versus nonreimbursable; or contract versus direct provision of services. However, there are additional requirements if the agreement is for contracted services (reference (a), paragraph 4.4.1). The burden of compliance with reference (c) is on the Receiver.

(a) If the BUMED HQ code or local activity is the Receiver, the determination and findings (D&F) required by reference (h) must be obtained, by the Receiver, per reference (i). If the services to be received are those that, in the absence of a reimbursable MOA, provide or receive support from a non-DoD Federal agency that would normally be contracted for by the Naval Medical Logistics Command (NAVMEDLOGCOM), the D&F will be obtained from NAVMEDLOGCOM. Otherwise, the D&F will be obtained, by the Receiver, from the Philadelphia Detachment, Fleet and Industrial Support Center (FISC) Norfolk Contracting Department Philadelphia. In either case, Naval Supply Systems Command (NAVSUPSYSCOM) must provide final approval of the D&F. A sample D&F is found in enclosure (4).

(b) If the non-DoD party is the Receiver, the non-DoD party must provide the D&F.

(c) If all parties are both Receiver and Supplier, a D&F is required for each.

(2) Paragraph 4.4 of reference (a) stipulates that reference (c) does not apply to orders for supplies and services authorized by statutory authority other than reference (c). Examples include (not all inclusive):

(a) DoD/DVA Resource Sharing Agreements.

(b) Library of Congress/Federal Library and Information Network (FEDLINK).

(c) General Services Administration (GSA) and Government Wide Acquisition Contracts (GWAC).

(d) GSA and Multiple Award Schedule (MAS) Contracts.

(e) GSA and Multi-agency Contracts (MAC) – for Information Technology (IT) services only.

(f) Department of Treasury/FedSource.

(3) Restrictions on use of MOU/MOA: DoD and Department of the Navy (DON) have issued a number of recent controlling policies concerning non-DoD contracts that are also applicable to MOU/MOAs:

(a) The management and oversight process for the acquisition of services (MOPAS).

(b) Approval requirements for service acquisitions.

(c) The proper use of non-DoD contracts.

(d) All BUMED activities, whether they possess acquisition authority or not, shall use the NAVSUPSYSCOM guidance to obtain approval for all service actions greater than \$100,000 and for all supply actions greater than \$100,000 when using a non-DoD contract. See references (j) through (l). When applicable, enclosure (9) must be completed and submitted with the agreement before Deputy Chief for Resource Management/Comptroller (BUMED-M8) will accept for review and approval. Per reference (m), activities are reminded that reimbursable MOAs that provide or receive support from a non-DoD Federal agency with Franchise Business Activities (FBA), Cooperative Administrative Support Units (CASU), GoTo.Gov, FedSource, etc. are intended for administrative services.

5. When Support Agreements are Required

a. There may be instances where the requirement for a support agreement is questionable. Support Agreements are required in the following circumstances: (this list is not intended to be all inclusive):

(1) When services to be provided are outside the scope of the BUMED Supplier's current Mission and Functions Statement, regardless of whether reimbursement is required;

(2) When services provided to or received from non-DoD Federal agencies regardless of whether reimbursement is required;

(3) When any recurring services requiring reimbursement by either party, including those instances where "mission-related" services are provided at a cost to the Receiver.

(4) In all host and tenant agreements, regardless of whether reimbursement is required.

(5) For Mission Related Services – Supplier. Support agreements are required unless all of the following are met:

(a) The supplier is a BUMED activity.

(b) The service provided is clearly delineated in the supplier's current Mission and Functions Statement; and

(c) The supplier is funded to render those "mission-related" services to the Receiver; i.e., the services are nonreimbursable.

b. Examples include industrial hygiene, occupational medicine, preventive medicine, and medical and dental services to authorized DoD individuals or beneficiaries. However, BUMED has no objection to preparation of nonreimbursable support agreements in this instance if any party desires such documentation.

6. Reimbursable Agreements Legal Requirements:

a. All reimbursable agreements must be per United States Code, Authorization Acts, Appropriation Acts, and other public law as it pertains to Purpose, Time, and Amount.

b. Reimbursement Required:

(1) The provision of services to another party without reimbursement may violate appropriations law in that it constitutes an improper use of funds by the Supplier and improper augmentation of funds by the Receiver.

(2) Sales to private parties. Per volume 11A, chapter 1, paragraph 010101 of reference (g), sales to private parties require specific legal authority.

c. Approval of a support agreement does not constitute approval of additional funding or manpower authorizations. Any and all costs associated with support agreements must be accommodated within the local activity's existing budget. Any increased requirement must be separately addressed through the normal budget or manpower process, or other special programs.

d. The Economy Act, reference (c), does not provide a grant of authority that does not otherwise exist. That is, if the Receiver lacks the authority to purchase it, the Receiver cannot ask another agency to buy it. Likewise, if the Supplier lacks the contracting authority to purchase what the Receiver needs, the Economy Act will not provide that authority.

e. Reimbursable MOAs that provide support to or receive support from a non-DoD Federal agency do not offer a means to extend the life of an appropriation. Activities may not create bank accounts with the other party and transform deposits made to them from annual appropriations into funds that expire later than the appropriation for obligation purposes. The Economy Act provides general authority to transfer funds to another agency to enter into a contract under certain conditions. If the other agency does not award the contract before the end of the fiscal year, the funds expire as provided by 31 USC 1535(d) and the funds must be deobligated and returned to the requesting agency. Neither the servicing agency nor the requesting agency can use funds for new obligations in a subsequent fiscal year. When an authority other than the Economy Act, such as a franchise fund statute, is used for an interagency agreement, the deobligation provisions of 31 USC 1535(d) may not apply. Nonetheless, valid obligations must still be created within the life of an annual appropriation by satisfying three conditions:

- (1) The funds transferred are currently available for obligation;
- (2) The Navy activity executes a binding reimbursable MOA; and
- (3) The interagency transaction covers a bona fide need of the current fiscal year.

f. Provision of health care services to employees of non-DoD parties is limited to that authorized in reference (h), unless the employees are eligible for care under Title 10, USC, Chapter 55 in their own right.

7. Funding Document Requirements for Reimbursable Support Agreements.

a. NAVCOMPT 2275, Order for Work and Services. The NAVCOMPT 2275 is used when at least 51% of the reimbursement is used to support in house efforts and no more than 49% is used to support contracted services when another Navy organization is involved in the agreement.

b. NAVCOMPT 2276A, Order for Work and Service/Direct Citation. The NAVCOMPT 2276A is used when at least 51% or more of the total reimbursement is used for contracted services and no more than 49% of the total reimbursement is used for in house efforts when another Navy organization is involved in the agreement. With the NAVCOMPT 2276A, the Supplier determines how much of the total funding received will be required for in house effort (labor, travel, et al) and how much will be required for commercial contracting.

c. Military Interdepartmental Purchase Request (MIPR) DD448/448-2. A MIPR serves as the acceptance document sent from the budget office of the grantor/requester/buyer to the performer's budget office for signature. The MIPR will also specify if funds are split between in house efforts and contracted efforts. A MIPR is used when the agreement is with a party outside of the Navy.

d. Funding Authorization Document (FAD). FADs are used for funding and reimbursement when all parties in the agreement are funded under the Department of Health Profession (DHP). Funding adjustments are made above the activity level.

8. Support Agreement Provisions. Enclosures (3) through (7) provide samples and information necessary to complete support agreements. The format in enclosure (7) is primarily used for nonreimbursable MOAs and MOUs, but it can also be used to document details of reimbursable MOAs that provide or receive support from a non-DoD Federal agency when accompanied by a DD Form 1144 and/or the appropriate agency form. Instructions for completing the DD Form 1144 are embedded in enclosure (6). Approval of a support agreement does not negate or override other requirements for compliance with statutory, regulatory, or higher authority guidance.

a. Agreements must address and appropriately document the following:

- (1) All parties to the agreement.
- (2) Applicable statutory authority.
- (3) All services to be provided.
- (4) Specific Supplier and Receiver responsibilities.
- (5) All resource commitments.
- (6) Liability.
- (7) Ownership.
- (8) Any and all other legal or financial concerns.

(9) Health Insurance Portability and Accountability Act (HIPAA) of 1996, where applicable. HIPAA guidance and requirements are set out in references (n) through (p).

(a) Agreements with non-DoD entities. When the support agreement is entered into between a Covered Entity and a Business Associate, as those terms are defined, respectively, in paragraphs DL1.1.1 and DL1.1.3 of reference (n), and references (o) and (p), and either one of the parties is a non-DoD entity, the support agreement shall include a Business Associate Agreement (BAA). The format in enclosure (5) shall be followed. The BAA shall be attached to the support agreement as Appendix A.

(b) When all parties are within DoD. Under subparagraph C3.2.2 of reference (n), all covered entities of the Military Health System (MHS) (including both health plans and health care providers) are designated as a single-covered entity; therefore, BAAs are not required for agreements between MHS facilities. However, HIPAA compliance language shall be included in agreements between MHS facilities and other DoD parties when there is any exchange of health information (see enclosure (7)).

(10) Resources. Execution of the support agreement is contingent upon local funding availability. Therefore, approval of the support agreement does not constitute approval of additional resources. Any funding or billet requirements that cannot be accommodated within the existing budget must be separately addressed through normal budget processes or other special programs.

(11) Effective date and term of agreement. The effective period of a support agreement cannot exceed 5 years from date of signature. This is to ensure that all changes in statute, regulation, and policy have been addressed.

(12) Provisions for amendment, change, or modification. Once the support agreement is approved by BUMED, no further amendments, changes, or modifications are authorized. Additional amendments, changes, or modifications shall be processed as if a new agreement.

(13) Provisions for Termination. Termination language must address normal and emergent termination provisions.

(14) Concurrence of all parties. Concurrence language stipulates that all parties agree to all provisions in the document(s).

(15) Signature blocks for all parties. For BUMED activities, signature blocks for the commander, commanding officer (CO), or officer in charge (OIC), and comptroller are required.

(16) The following statements must be included on all reimbursable MOAs that provide support to or receive support from a non-DoD Federal agency as mandated by the Assistant Secretary of Defense (Health Affairs):

(a) Funds are available for services for a period not to exceed 1 year from the date of obligation and acceptance of this order. All unobligated funds shall be returned to the ordering activity no later than 1 year after the acceptance of the order or upon completion of the order, whichever is earlier.

(b) I certify that the goods acquired under this agreement are legitimate, specific requirements representing a bona fide need of the fiscal year in which these funds are obligated.

9. Approval Requirements: Chief, BUMED is the approval authority for all Support Agreements. Once approved by Chief, BUMED, the agreement can be signed by the requesting activities commander, CO or OIC.

a. Every Support Agreement submitted for approval must be accompanied by a transmittal letter signed by the commander, CO, or OIC. The authority to request approval and sign the transmittal letter shall not be delegated. Transmittal letters that simply state “forwarded for approval” are insufficient. Transmittal letters must:

(1) Summarize the proposal and justify approval.

(2) Explain how the proposal fits into the activity’s business plan.

(3) Assure the activity can support the proposed agreement within existing financial and manpower resources, without adverse impact to mission per the current OPNAVNOTE 5450 and the activity's current BUMEDINST 5450.XX, Mission and Functions Statement.

(4) If the BUMED activity is the Supplier and services are being provided at no cost to the Receiver, assure that (1) the activity is already funded to provide the services to the Receiver or (2) the waiver of reimbursement is appropriate per references (a) and (g).

(5) If the Receiver is another DoD activity, commit to provide service(s) equivalent to the quality of support provided to its own mission per OPNAVNOTE 5450 and the activity's current BUMEDINST 5450.XX, unless otherwise requested or approved by the Receiver, per reference (a).

(6) Explain the omission of HIPAA language and/or Business Associate Agreement (BAA), if HIPAA language is not included in the proposed agreement.

(7) Identify the appropriate point of contact (POC) in case further information is required. The POC information must include name, telephone number (commercial and Defense Switched Network (DSN)), and e-mail address.

(8) The following enclosures are required:

(a) An unsigned copy of the proposed agreement, and an unsigned DD Form 1144 or other agency form where required; also, an editable electronic version of these documents.

(b) An unsigned BAA documenting HIPAA requirements where required (see paragraph 8a(9) above); also, an editable electronic version of the BAA.

(c) For reimbursable MOAs that provide support to or receive support from a non-DoD Federal agency subject to reference (e), a certified D&F, regardless of whether BUMED is the supplier or the receiver.

(d) Other enclosures as appropriate, to aid in the review of the support agreement. In case of amendments, changes, modifications, or renewals, this includes identification of all proposed changes to the existing agreement. This may be in the form of a "track changes" Word document, a side-by-side comparison, or a list of changes, by page and paragraph number.

b. All Support Agreements must be reviewed by a Judge Advocate General (JAG) prior to submission to BUMED for approval.

c. Endorsement(s). A Parent Command (PC) endorsement must be signed by the commander, CO, or OIC, without delegation to others for agreements that required BUMED

approval. A Navy Medicine Region endorsement must be signed by the commander, or comptroller, without delegation to others. "Reviewed and forwarded for approval" is insufficient; the endorsement must:

(1) Summarize the review and analysis steps taken at the PC and the Navy Medicine Region.

(2) Identify any changes made, and explain the rationale for the change. Such changes must be visible in the editable electronic version of the proposed support agreement, e.g., using "track changes" in Word.

(3) Identify any unresolved issues.

(4) Provide any additional information deemed necessary to aid in review of the proposed agreement.

(5) State whether the agreement has had undergone JAG review.

(6) Recommend approval or disapproval.

(7) Identify a POC in case further information is required. The POC information must include name, telephone number (commercial and DSN), and e-mail address.

c. BUMED Approval. Upon completion of review and analysis, and resolution of all issues, the support agreement will be approved or disapproved. Any changes required based on BUMED review will be incorporated into the agreement prior to approval. The BUMED response will be sent to the POC identified in the originator's transmittal letter, with a copy to POCs identified in PC and the Navy Medicine Region endorsements.

d. Signatory. Subsequent to BUMED approval, the support agreement shall be signed by the local activity's commander, CO, OIC, and comptroller (without delegation to others). A copy of the final support agreement, signed by all parties, must be provided to BUMED and the cognizant PC and/or Intermediate Commander (IC) where applicable. The proposed agreement will remain in a "pending" status in BUMED until the signed copy is received.

e. Method of Transmission(s)

(1) Submissions. Electronic mail is preferred. Hard copies are neither required nor desired. The agreement must be submitted in Word version format. Transmittal letters and endorsements must be on letterhead, with appropriate signatures in portable document format (PDF). The DD Form 1144 or other agency form, and/or BAA must also be provided in editable electronic and Word format. The final, signed copy must be in PDF.

(2) BUMED response. BUMED responses will be provided by electronic mail, in PDF. An electronic Word version copy of the approved support agreement will also be provided, so an original can be printed for signature purposes. BUMED will provide paper copy responses only if specifically requested by the originator.

10. Reviews. BUMED HQ activities must review support agreements annually during the effective period. PC, located at the medical treatment facility (MTF) (or Activity) level is responsible for the funds at the Branch/Dental Clinic, and/or the Navy Medicine Region who acts as a Reviewing Official, endorsement and BUMED approval are not required if no amendments, changes, or modifications have been made, and the agreement is not due to expire.

11. Renewals. Support agreements must be submitted to the appropriate authority for approval to continue services beyond the end of the full performance period. PC and/or the Navy Medicine Region endorsement is required. Navy Medicine Region Commanders have been delegated authority to approve renewal agreements when all parties fall under their area of responsibility (AOR). A copy of the renewal agreement should be forwarded to BUMED-M8 or Deputy Chief, Medical Operations/Future Operations (BUMED-M3/5), respectively, for record and retention purposes.

a. Example. Effective period is 1 January 2005 through 31 December 2005. The full performance period is 1 year. Annual review by the activity is required after this period. A renewal agreement must be submitted to BUMED for approval for continuation of services beyond 31 December 2005.

b. Example. Effective period is 1 October 2004 through 30 September 2009. The full performance period is 5 years. Presuming no amendments, changes, or modifications have been made or proposed, annual review by the activity is sufficient to continue services in years 2, 3, 4, and 5. A renewal agreement must be submitted to BUMED for approval to continue services beyond 30 September 2009.

12. Responsibilities. The timely and effective execution of agreements requires support from leadership, functional managers, and financial, manpower, and legal specialists. The following responsibilities are assigned to ensure a well-managed support agreements program within the BUMED BSO:

a. BUMED

(1) When reimbursement or funding is involved, approval authority for support agreements is delegated to the BUMED-M8.

(2) When no reimbursement or funding is involved, approval authority for support agreements is delegated to BUMED-M3/5.

(3) Support Agreement Program Manager (BUMED-M8 and BUMED-M3/5), for reimbursable and nonreimbursable support agreements, respectively:

(a) Develop program guidance, advisories, and direction for BUMED HQ codes and activities to ensure higher authority taskings and requirements are met; training needs are coordinated; common problem areas are identified; and all changes to existing DoD and DON policies and procedures are issued and implemented.

(b) Maintain liaison with cognizant personnel both within and outside of BUMED BSO to ensure coordination with other related programs.

(c) Coordinate proposed agreements with cognizant BUMED codes to ensure all issues are identified and resolved prior to final approval. Support agreements should be reviewed and approved or disapproved within 30 business days of receipt in BUMED if there are no issues requiring resolution, coordination, or negotiation.

(d) Coordinate with the Navy Medicine Region to resolve outstanding issues.

(e) Develop and maintain copies of agreements in a database.

(4) Subject Matter Experts (SMEs). When requested, SMEs are responsible for timely review to ensure that proposed agreements are compliant with current DoD, DON, and BUMED policies, procedures, and strategic goals.

c. PCs and Navy Medicine Regions. All PCs and Navy Medicine Regions must designate a program manager to oversee the execution of the support agreement program for their AOR. The program manager will:

(1) Provide technical assistance and distribute related guidance materials to activities within their AOR.

(2) Review the field activity's submissions for completeness, appropriateness of analysis, and impact on Navy Medicine, ensuring coordination with other PC or the Navy Medicine Region functional managers as required. PCs and the Navy Medicine Regions have the following options upon completing support agreement review. Regardless of option chosen, action should be completed within 30 calendar days of receipt at the PC or the Navy Medicine Region.

(a) Return package for further analysis and/or for completion. Provide a copy of the letter to BUMED. If package is returned by the PC, also provide a copy of the letter to the Navy Medicine Region where applicable.

(b) Work with activity to correct analytical flaws, missing information, grammar, format, etc. Once all corrections are satisfactory and incorporated into the agreement, forward package to BUMED with endorsement. Include a summary of action taken by the PC or the Navy Medicine Region.

(c) Forward complete packages not requiring clarification or corrections to BUMED with endorsement.

(3) Maintain copies of all current approved support agreements executed by the PC or the Navy Medicine Region and activities in the PC's or the Navy Medicine Regions AOR.

(4) When all parties of a nonreimbursable agreement fall under a Navy Medicine Region commander's AOR, approval authority for support agreements is delegated to the respective regional commander. A copy of the agreement should be forwarded to BUMED-M3/5 for record and retention purposes.

(5) Navy Medicine Region commanders are delegated authority to approve support agreements for supplies and equipment procured through FISC and GSA, per reference (q). The approval authority, however, may not be redelegated below the flag officer/Senior Executive Service level. Copies of all support agreements must be forwarded to BUMED-M82 within 30 days of approval.

(6) Ensure annual reviews of agreements at PC or the Navy Medicine Region and activities in the PC's or the Navy Medicine Region's AOR. Refer to enclosure (8) for the annual review process for reimbursable support agreements.

(7) Ensure accurate data is maintained in the BUMED database for activities in the PC's or the Navy Medicine Region's AOR.

(8) Maintain a list of command coordinators at field activities in the PC's or the Navy Medicine Region's AOR, to include name, department, telephone numbers (voice and telefax, commercial and DSN), and e-mail addresses.

c. All Activities. Commands must designate a coordinator to oversee the development, analysis, and execution of agreements at the local activity level. Coordinator responsibilities:

(1) Coordinate the development of proposed agreements with appropriate functional managers at the local level, and submit to the Navy Medicine Region for approval, per enclosure (2).

(2) Initiate annual reviews and renewals of all agreements. Refer to enclosure (8) for the annual review process for reimbursable support agreements.

(3) Ensure any requested modifications, changes, or amendments are reviewed and agreed upon by all parties, and forward for approval per enclosure (2).

(4) Subsequent to BUMED approval, distribute signed copies of newly approved, revised, or renewed agreements for record purposes, as appropriate. The local activity must provide BUMED and the cognizant PC and or the Navy Medicine Region a copy of all such agreements in addition to any other distribution requirements.

(5) Implement approved agreements in a timely fashion.

(6) Maintain current files of approved agreements in which the activity participates, appropriate supporting documentation, and reference materials prescribed by this instruction and higher authority.

11. Enclosure (11) provides a listing of acronyms used in this instruction.

12. Forms.

a. The following DoD forms are available electronically at:
<http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(1) DD Form 448 (JUN 1972), Military Interdepartmental Purchase Request.

(2) DD Form 448-2 (JUL 1971), Acceptance of MIPR.

(3) DD Form 1144 (NOV 2001), Support Agreement.

b. The following NAVCOMPT forms are available electronically at:
<https://navalforms.daps.dla.mil/web/public/home>.

(1) NAVCOMPT 2275 (8-1981), Order for Work and Services.

(2) NAVCOMPT 2276A (Rev. 10-1990), Order for Work and Service/Direct Citation.


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Distribution is electronic only via the Navy Medicine Web Site at:
<https://www.med.navy.mil/Pages/Default.aspx>

References

- Ref: (a) DODINST 4000.19 of 9 Aug 1995
(b) OPNAVINST 4000.84B
(c) 31 USC 1535 of 03 Jan 2007
(d) Federal Acquisition Regulation (FAR), Volume 1, Part 17, Subpart 17.5 of Mar 2005
(e) Defense Federal Acquisition Regulation Supplement (DFARS), Part 217, Subpart 217.5 of 26 May 2006
(f) Navy/Marine Corps Acquisition Regulation Supplement (NMCARS), Part 5217, Subpart 5217.5
(g) DOD Financial Management Regulation (FMR) 7000.14-R of Apr 2001
(h) NAVMEDCOMINST 6320.3B
(i) NAVSUPINST 4200.90A
(j) FY 2005 National Defense Authorization Act (NDAA), Section 854
(k) ASN(RD&A) and ASN(FM&C) memo of 20 Dec 2004 (NOTAL)
(l) NAVSUP ltr 4200 210/5061 05-08 of 13 May 2005 (NOTAL)
(m) BUMEDINST 4200.2B
(n) DOD 6025.18-R of Jan 2003
(o) 45 CFR 160 (NOTAL) of 20 Feb 2003
(p) 45 CFR 164 (NOTAL) of 20 Feb 2003
(q) BUMED ltr 7050 Ser M82/08UM82146 of 26 Mar 08

Support Agreements: Receiver-Side Matrix

		Intraservice SA (Navy Medicine -Navy Medicine w/in Region)		Intraservice SA (Navy Medicine - Navy Medicine btw different Regions)		Intraservice SA (Navy Medicine - Navy)		Interservice SA (Navy-DoD)		Intragovernmental (Navy - Non-DoD Federal Agency)		Non- Federal/Non- Commercial Entity		Commercial (Navy to Private Entity)	
		Reimbursement		Reimbursement		Reimbursement		Reimbursement		Reimbursement		Reimbursement		Reimbursement	
		NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES
REQUIRED DOCUMENTS*	MOA**	X	In Accordance with BUMED Guidance this Transaction is not Allowable	X	In Accordance with BUMED Guidance this Transaction is not Allowable	X	X	X	X	X	X	X	X	Not Covered in this Guidance; Refer to Your Navy Medicine Region Legal Counsel for Exceptional Situations in which this type of agreement might apply	
	DD Form 1144						X		X		X		X		
	D&F										X		X		
LEGAL AUTHORITY	Economy Act (EA)						X		X		X		X		
APPROVAL/ SIGNATURE	Receiving Activity Department Head	X		X		X	X	X	X	X	X	X	X		
	Activity Legal	X		X		X	X	X	X	X	X	X	X		
	Activity Comptroller	X		X		X	X	X	X	X	X	X	X		
	Activity CO	X		X		X	X	X	X	X	X	X	X		
	Region Legal	X		X		X	X	X	X	X	X	X	X		
	Region Comptroller	X		X		X	X	X	X	X	X	X	X		
	Region CO	X		X		X	X	X	X	X	X	X	X		
	HQ BUMED M3/5			X		X		X		X		X			
	HQ BUMED M8						X		X		X		X		
	6 yrs (post expiration)	X		X		X		X		X		X			
	6 yrs 3 mo. (post expiration)						X		X		X		X		
REVIEWS	Annual Review	X		X		X	X	X	X	X	X	X	X		
FUNDING DOCUMENT	MIPR DD 448/448 -2								X		X		X		
	NAVCOMPT 2275						X								
	NAVCOMPT 2276A						X								

*The Business Associates Agreement (BAA) form is also required for any reimbursable support agreement created outside of DoD.

**While the MOA is the preferred document for all support agreements, MOUs may also be accepted when necessary for non-reimbursable support agreements only.

SPECIALIZED AGREEMENTS

1. Clinical Investigation Program (CIP) agreements document the terms, conditions, and conduct of research studies between a Bureau Medicine and Surgery (BUMED) activity, public or private institutions, other Department of Defense (DoD) components, or a non-DoD Federal agency. These agreements define the proposed research studies (e.g., projects, tasks, tests, and experiments), assign responsibilities, and document all resource commitments. They are governed by BUMEDINST 6000.12B.
2. Cooperative Research and Development Agreements (CRADA). CRADAs are governed by DODINST 5535.8. All CRADAs must be reviewed by the Naval Medical Research Center (NAVMEDRSCHCEN) Office of Technology Transfer prior to implementation.
3. A DoD/Department of Veterans Affairs (DVA) Resource Sharing Agreement is a specialized type of reimbursable Memorandum of Agreement (MOA). DoD/DVA agreements are authorized by 38 USC 8111. Program management of DoD/DVA agreements resides in BUMED's Deputy Chief, Medical Operations (BUMED-M3/5)/Future Operations.
4. International Agreements with other countries are governed by DoD Directive 5530.3, SECNAVINST 5710.25B and OPNAVINST 5710.25A. Coordination with BUMED's Staff Judge Advocate (BUMED-M00J) is required prior to negotiating or executing an International Agreement.
5. Training Affiliation Agreements (TAAs). TAAs are established to ensure Navy and Marine Corps personnel can receive professional educational training that may or may not be provided exclusively within the Department of the Navy. TAAs are also used to document agreements between BUMED activities and civilian institutions, whereby civilian trainees participate in clinical learning experiences at the BUMED activity. TAAs are governed by BUMEDINST 7050.3A. Program management of TAAs resides with the Commander, Navy Medicine Manpower, Personnel, Training, and Education. BUMED review and approval of TAAs is required only in the following circumstances:
 - a. If the agreement involves reimbursement, BUMED Deputy Chief of Staff for Resource Management/Comptroller (BUMED-M8) review and approval is required.
 - b. If the language of the agreement varies in any way from the templates provided in the BUMEDINST 7050.3A, BUMED Special Assistant for Medical-Legal Affairs/Staff Judge Advocate (BUMED-M00J) review and approval is required.

BUMEDINST 7050.1B
30 Mar 2011

D&F No. _____

NAVY DEPARTMENT
Determination and Findings
Authority to Use a Time and Materials Type Contract

Based upon this Findings and Determination, I hereby make pursuant to the Economy Act (31 USC 1535) the proposed Military Interdepartmental Purchase Request (MIPR) to be issued as described below:

FINDINGS

1. The (NAME OF ACTIVITY) proposes to issue a MIPR or interagency agreement to (NAME OF SERVICING AGENCY) for (Describe the Supply/Service to be Obtained). This action does not conflict with any other agency's authority or responsibility. The value of the requirement is \$_____.
2. Consistent with FAR 6.002, this action is not being entered into with another agency for the purpose of avoiding competition. (NOTE: If the requirement is sole source, the necessary sole source justification information should be provided to the servicing agency for inclusion in its Justification and Approval (J&A) /Determination & Finding (D&F).
3. This action is in the best interest of the Government because _____. (Discussion must address each of the following areas:
 - a. Why ordered supplies/services cannot be provided as conveniently and cheaply by contracting directly with a private source (Mandatory);
 - b. Why the servicing agency has unique expertise/ability not available within the requiring agency; or what law or regulation specifically authorizes the servicing agency to acquire the needed supply/service, or identify the existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same/similar supplies/services; and
 - c. Why supplies/services clearly are within the scope of the activities of the servicing agency and that agency normally contracts for those supplies/services for itself.
4. The acquisition conforms to the requirements of FAR 7.3 - Contractor Versus Government Performance. (NOTE: If the requirement includes the use of a commercial or industrial activity operated by the receiving activity, the Determination & Finding shall include this paragraph.)
5. No fees or charges in excess of the actual or estimated cost of contracting are being paid to the servicing agency.

DETERMINATION

Based on the information provided above, the supplies/services requested cannot be provided as conveniently or economically by contracting directly with a private source and it is in the Government's best interest to obtain the described supplies or services by MIPR or interagency agreement under the Economy Act.

Contracting Officer

Date

APPROVED AS TO FORM AND LEGALITY:

Counsel

Date

Enclosure (4)

DEPARTMENT OF DEFENSE
STANDARD CLAUSE FOR BUSINESS ASSOCIATES

1. Introduction. Per with DoD 6025.18-R “Department of Defense Health Information Privacy Regulation,” January 24, 2003, the Business Associate meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Business Associate agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and in DoD 6025.18-R and DoD 8580.02-R, as amended. Additional requirements will be addressed when implemented.

a. Definitions. As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DoD 6025.18-R or DoD 8580.02-R.

1. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009.

2. Individual has the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative per 45 CFR 164.502(g).

3. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

4. Protected Health Information has the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by the Business Associate from or on behalf of the Government pursuant to the Contract.

5. Electronic Protected Health Information has the same meaning as the term “electronic protected health information” in 45 CFR 160.103.

6. Required by Law has the same meaning as the term “required by law” in 45 CFR 164.103.

7. Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

8. Security Incident will have the same meaning as the term “security incident” in 45 CFR 164.304, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

9. Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

10. Terms used, but not otherwise defined, in this Clause shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304, and 164.501.

b. The Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

c. The Business Associate shall use appropriate safeguards to maintain the privacy of the Protected Health Information and to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

d. The HIPAA Security administrative, physical, and technical safeguards in 45 CFR 164.308, 164.310, and 164.312, and the requirements for policies and procedures and documentation in 45 CFR 164.316 shall apply to Business Associate. The additional requirements of Title XIII of the HITECH Act that relate to the security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Business Associate agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

e. The Business Associate shall, at their own expense, take action to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause. These mitigation actions will include as a minimum those listed in the TRICARE Management Activity (TMA) Breach Notification Standard Operating Procedure (SOP), which is available at: <http://www.tricare.mil/tmaprivacy/breach.cfm>.

f. The Business Associate shall report to the Government any security incident involving protected health information of which it becomes aware.

g. The Business Associate shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Business Associate becomes aware.

h. The Business Associate shall ensure that any agent, including a subBusiness Associate, to whom it provides Protected Health Information received from, or created or received by the Business Associate, on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Business Associate with respect to such information.

i. The Business Associate shall ensure that any agent, including a subBusiness Associate, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

j. The Business Associate shall provide access, at the request of the Government, and in the time and manner reasonably designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

k. The Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government, and in the time and manner reasonably designated by the Government.

l. The Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate, on behalf of the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner reasonably designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

m. The Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information per 45 CFR 164.528.

n. The Business Associate shall provide to the Government or an Individual, in time and manner reasonably designated by the Government, information collected per this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information per 45 CFR 164.528.

2. General Use and Disclosure Provisions. Except as otherwise limited in this Clause, the Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, per the

specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, the HIPAA Security Rule, DoD 6025.18-R or DoD 8580.02-R if done by the Government. The additional requirements of Title XIII of the HITECH Act that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate.

3. Specific Use and Disclosure Provisions

a. Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. Obligations of the Government. Provisions for the Government to Inform the Business Associate of Privacy Practices and Restrictions

a. The Government shall provide the Business Associate with the notice of privacy practices that the Government produces per 45 CFR 164.520.

b. (The Government shall provide the Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Business Associate's permitted or required uses and disclosures.

c. The Government shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to per 45 CFR 164.522.

5. Permissible Requests by the Government. The Government shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, the HIPAA Security Rule, or any applicable Government regulations (including without limitation, DoD 6025.18-R and DoD 8580.02-R) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Business Associate as otherwise permitted by this clause.

6. Termination

a. Termination. A breach by the Business Associate of this clause, may subject the Business Associate to termination under any applicable default or termination provision of this Contract.

b. Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled per the records management requirements. If this contract does not have records management requirements, the records should be handled per paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Government, or created or received by the Business Associate on behalf of the Government. This provision shall apply to Protected Health Information that agents of the Business Associate may come in contact. The Business Associate shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Business Associate that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Contract to such Protected Health Information and

limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

7. Miscellaneous

a. Regulatory References. A reference in this Clause to a section in DoD 6025.18-R, DoD 8580.02-R, Privacy Rule or Security Rule means the section currently in effect or as amended, and for which compliance is required.

b. Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

c. Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DoD 6025.18-R, DoD 8580.02-R, the HIPAA Privacy Rule or the HIPAA Security Rule.

OBLIGATIONS OF THE COVERED ENTITY

1. Provisions for the Covered Entity to inform the Business Associate of Privacy Practices and Restrictions:

a. Upon request, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces per 45 CFR 164.520, as well as any changes to such notice.

b. The Covered Entity shall provide the Business Associate with any changes in, or revocation of, permission by the individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.

c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to per 45 CFR 164.522.

PERMISSIBLE REQUESTS BY THE COVERED ENTITY

1. The Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by the Covered Entity, except for providing data aggregation services to the Covered Entity and for management and administrative activities of the Business Associate as otherwise permitted by this Appendix.

TERMINATION

1. Termination. A breach by the Business Associate of this Appendix, may subject the Business Associate to termination under any applicable default or termination provision of this Agreement.

2. Effect of Termination

a. If this Agreement has records management requirements, the records subject to the Appendix should be handled in accordance with the records management requirements. If this Agreement does not have records management requirements, the records should be handled per paragraphs (2) and (3) below.

b. If this Agreement does not have records management requirements, except as provided in paragraph (3) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all protected health information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected health information.

c. If this Agreement does not have records management provisions and the Business Associate determines that returning or destroying the protected health information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Covered Entity and the Business Associate that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected health information.

MISCELLANEOUS

1. Regulatory References. A reference in this Appendix to a section in the privacy rule means the section as in effect or as amended, and for which compliance is required.

2. Survival. The respective rights and obligations of Business Associate under the “Effect of Termination” provision of this Appendix shall survive the termination of this Agreement.

3. Interpretation. Any ambiguity in this Appendix shall be resolved in favor of a meaning that permits the Covered Entity to comply with the privacy rule.

(Insert same signature blocks as on support agreement)

SAMPLE SUPPORT AGREEMENT

SUPPORT AGREEMENT			
1. AGREEMENT NUMBER <i>(Provided by Supplier)</i>	2. SUPERSEDED AGREEMENT NO. <i>(If this replaces another agreement)</i>	3. EFFECTIVE DATE (YYYYMMDD) Date Support Begins	4. EXPIRATION DATE <i>(May be "indefinite")</i> NTE 5 Years
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS Complete mailing address of the Supplying Command POC: Commercial/DSN Telephone Number E-mail Address:		a. NAME AND ADDRESS Complete mailing address of the Supplying Command POC: Commercial/DSN Telephone Number E-mail Address:	
b. MAJOR COMMAND Spell out		b. MAJOR COMMAND Spell Out	
7. SUPPORT PROVIDED BY SUPPLIER			
a. SUPPORT <i>(Specify what, when, where, and how much)</i>		b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
Sample: Electricity Transportation Services Facility Maintenance and Minor Repair Fire Protection Total Estimated Reimbursement		Basis example (kilo watts, square footage, gallons, actual cost, etc.) Kilo Watts (include calculation) No. of vehicles (include calculation) Square Footage (include calculation) Nonreimbursable	\$ _____ \$ _____ \$ _____ Nonreimbursable \$ _____
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO			
8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE	b. DATE SIGNED	a. COMPTROLLER SIGNATURE	b. DATE SIGNED
c. APPROVING AUTHORITY (1) TYPED NAME		c. APPROVING AUTHORITY (1) TYPED NAME	
(2) ORGANIZATION	(3) TELEPHONE NUMBER	(2) ORGANIZATION	(3) TELEPHONE NUMBER
(4) SIGNATURE	(5) DATE SIGNED	(4) SIGNATURE	(5) DATE SIGNED
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>			
a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	c. APPROVING AUTHORITY SIGNATURE	d. DATE SIGNED

11. GENERAL PROVISIONS <i>(Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)</i>	
a. The receiving components will provide the supplying component projections of requested support. <i>(Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)</i>	
b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of <u>See block 6a</u> prior to changing or cancelling support.	
c. The component providing reimbursable support in this agreement will submit statements of costs to: <u>Receiving Comptroller's Complete Mailing Address</u>	
d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.	
e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.	
f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.	
ADDITIONAL GENERAL PROVISIONS ATTACHED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
12. SPECIFIC PROVISIONS <i>(As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)</i>	
EXAMPLE:	
1. Category of Support: ELECTRICITY – Reimbursable (must match block 7a and be in accordance with DOD 4000.19)	
Supplier Will: (specify what are the supplier's responsibilities for this category of support)	
Receiver Will: (specify what are the supplier's responsibilities for this category of support)	
2. Category of Support: TRANSPORTATION SERVICES – Reimbursable (must match block 7a and be in accordance with DOD 4000.19)	
Supplier Will: (specify what are the supplier's responsibilities for this category of support)	
Receiver Will: (specify what are the supplier's responsibilities for this category of support)	
ADDITIONAL SPECIFIC PROVISIONS ATTACHED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. ADDITIONAL PROVISIONS *(Use this space to continue general and/or specific provisions, as needed.)*

Continuation – Block 12. Specific Provisions

3. Category of Support: FACILITIES MAINTENANCE AND REPAIR - Reimbursable (must match block 7a and be in accordance with DOD 4000.19)

Supplier Will: (specify what are the supplier's responsibilities for this category of support)

Receiver Will: (specify what are the supplier's responsibilities for this category of support)

4. Category of Support: FIRE PROTECTION – Nonreimbursable (must match block 7a and be in accordance with DOD 4000.19)

Supplier Will: (specify what are the supplier's responsibilities for this category of support)

Receiver Will: (specify what are the supplier's responsibilities for this category of support)

SAMPLE

SAMPLE FORMAT FOR MEMORANDA OF AGREEMENT AND
MEMORANDA OF UNDERSTANDING

1. General

a. Type of Action. Indicate whether the agreement is a new proposal, modification, renewal with changes, or renewal with no changes. If modification or renewal with changes, summarize the revision(s).

b. Participants. Identify all parties to the agreement. Identify the relationship of each party as Supplier, Receiver, or both. Identify whether the agreement is interservice, intraservice, interagency/intragovernmental, or between the Bureau of Medicine and Surgery (BUMED) activity and non-Federal public (Government) or private agencies.

c. Statutory Authority. Cite the applicable authority, e.g., Economy Act (31 USC 1535), 10 USC Chapter 55 if health care services to uniformed services beneficiaries, etc.

2. Support Categories

a. List support categories supplied or received by a BUMED activity (see reference (g)) for a list of support categories.

b. Describe all services to be provided in each support category.

c. Describe specific Supplier and Receiver responsibilities.

This section may be in chart format as shown in the following example (preferred):

Category of Support	Services to be Provided	Supplier Responsibility	Receiver Responsibility

3. Key Considerations

a. Include legal language to ensure liability and other legal concerns are addressed.

b. Identify all resource commitments and financial concerns. If the agreement is non-reimbursable, so state.

c. Identify ownership of any associated property, facility(ies), and/or equipment.

d. Include program and functional language to discuss quality assurance concerns and impacts on other programs or efficiency efforts.

4. Health Insurance Portability and Accountability Act (HIPAA). Use one of the following standard paragraphs for all BUMED support agreements when personal health information may be shared. See references (o) through (q) of this instruction for further information.

a. When one party is outside of Department of Defense (DoD)

HIPAA. Pursuant to 45 CFR parts 160 and 164, DoD Directive 6025.18, Privacy of Individually Identifiable Health Information in DoD Health Care Programs of 19 December 2002, and DoD 6025.18-R, the parties agree to enter into a Business Associate Agreement (BAA), attached as Appendix A to this agreement.

b. When all parties are within DoD/Military Health System (MHS)

HIPAA. All parties understand and will adhere to DoD 6025.18-R, DoD Health Information Privacy Regulation of January 2003, section C3.4.

5. Effective Period. This agreement is effective upon date of signature, for a period of not to exceed 5 years. It may be continued without change during that period, but must be reviewed annually by all parties.

6. Modification, Change, or Amendment. Any modifications, changes, or amendments to this agreement must be in writing, and are contingent upon Deputy Chief for Resource Management/Comptroller (BUMED-M8) approval. Subsequent to BUMED approval, the modification, change, or amendment must be signed by all parties.

7. Use one of the following paragraphs to state termination provisions:

a. When all parties are within DoD

Termination. The agreement may be cancelled at any time by mutual consent of the parties concerned. The agreement may also be terminated by either party upon giving ____ days written notice to the other party. In the case of mobilization or other emergency, the agreement may be terminated immediately upon written notice by any party, and it will remain in force during mobilization or other emergency only within the parties' capabilities.

b. Otherwise

Termination. The agreement may be cancelled at any time by mutual consent of the parties concerned. The agreement may also be terminated by either party upon giving ____ days written notice to the other party. In the case of mobilization or other emergency, the agreement may be terminated immediately upon written notice by (insert BUMED activity name), and it will remain in force during mobilization or other emergency only within (insert BUMED activity name's) capabilities.

8. Concurrence. It is agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as expressed in this document. All parties to this agreement concur with the level of support and resource commitments that are documented herein. Include complete signature block and "date" line for each party to the agreement. Include telephone number and/or e-mail addresses. Include Comptroller signature block for all BUMED parties.

Note. Information included on a DD Form 1144 or other applicable agency form need not be repeated in an attachment which details the provisions of the agreement. This sample format identifies the minimum information requirements. Any additional information deemed necessary may be included as desired by any party.

Annual Review - Reimbursable Support Agreement

1. Annual Reviews for Reimbursable Support Agreements are conducted to determine if the Supplier delivered full value for the goods and/or services requested by the Receiver under the current terms of the Support Agreement. Annual Reviews are also used to determine if the Receiver is still in need of the good(s) and/or service(s), and if the terms of the Support Agreement are still applicable or need to be modified. Receipt of full value by the Receiver is defined in terms of the timeliness, quantity, quality, and cost of the goods and/or services provided.
2. Reimbursable Support Agreements will be reviewed yearly, during one of the quarterly review periods. The date of the review will be based upon the Support Agreement's initiation date. The schedule for reviews is as follows:

Period of Review	Support Agreement Initiation Date	Review Due Date
1	October 1 – December 31	December 31
2	January 1 – March 31	March 31
3	April 1 – June 30	June 30
4	July 1 – September 30	September 30

3. The "Period of Review" column divides the Annual Review into fiscal year quarters. The "Support Agreement Initiation Date" column refers to the start date of the support agreement. The "Review Due Date" column specifies the date the Annual Review is due to the Region Support Agreement Manager (SAM).
4. For example: if a Reimbursable Support Agreement was initiated on 1 February 2009, the Annual Review of the Reimbursable Support Agreement takes place during the 2nd Period of Review and is due to the Region SAM by 31 March 2010. Note that the Receiver needs to work closely with the Approving SAM to ensure that this review date is met.
5. The following procedure will help guide the Receiver through the Annual Review process for Reimbursable Support Agreements.

Steps	Action
	<p>Annual Reviews are initiated by Navy Medicine Region SAMs. The Navy Medicine Region SAM forwards the Annual Review Spreadsheet to their Activity SAMs, who are responsible for updating the status of Reimbursable Support Agreements within their Activity. In order to accomplish this, the Activity SAM identifies the Receiver for each Reimbursable Support Agreement and contacts the Receiver directly to complete the Annual Review Checklist for Reimbursable Support Agreements. Working in partnership, the Activity SAM and the Activity Receiver lead the effort in completing the Annual Review.</p> <p>Note: In the case where the Receiver resides at one of the Navy Medicine Regions, the Receiver will coordinate with the Navy Medicine Region SAM in order to perform the Annual Review vs. an Activity-level SAM.</p>
1	<p><u>Review Documentation for the Reimbursable Support Agreement</u></p> <ul style="list-style-type: none"> • Memorandum of Agreement (MOA); • DD Form 1144; and • Determination and Findings (D&F) if Economy Act authority is used.
2	<p><u>Complete the Annual Review Checklist for Reimbursable Support Agreements</u></p> <p>This checklist should be used as a guide for reviewing each Reimbursable Support Agreement. Determine if the Supplier delivered full value for the goods and/or services requested by the Receiver under the current terms of the Support Agreement. Also determine if the Receiver is still in need of the good(s) and/or service(s), and if the terms of the Support Agreement are still applicable or need to be modified.</p> <ol style="list-style-type: none"> Complete Review Questions 1 through 13 by checking the box under the Yes or No columns. Enter the subject of the Reimbursable Support Agreement on the Support Agreement Subject line. Enter the tracking number of the Reimbursable Support Agreement on the Support Agreement Number line. <p>Note: To find the tracking number of the agreement, refer to the DD Form 1144, Block 1, Agreement Number.</p> <ol style="list-style-type: none"> Sign name on Receiver's Signature line. Enter date on Date Reviewed line. Print name on Receiver's Printed or Typed Name line.
3	<p><u>Submit Annual Review Checklist</u></p> <ol style="list-style-type: none"> E-mail or Fax the completed "Annual Review for Reimbursable Support Agreements Checklist" to the Activity SAM.
4	<p><u>Archive Review Documentation</u></p> <ol style="list-style-type: none"> Archive a copy of the "Annual Review for Reimbursable Support Agreements Checklist" for 6 years and 3 months past the expiration date of the Reimbursable Support Agreement. <p>Note: To determine the expiration date of the Reimbursable Support Agreement refer to the DD Form 1144, Block 4, Expiration Date.</p>

6. To complete the Annual Review, the Activity SAM compiles updates for every Reimbursable Support Agreement within their purview, provides updates to the Navy Medicine Region SAM, and archives the Annual Review documentation. See enclosure (8) of the basic instruction for more information on this part of the process. The Navy Medicine Region SAM reviews and archives the information, and notifies Deputy Chief, Medical Operations/Future Operations (BUMED M3/5) as required.

7. The following factors must be reviewed and answered before submitting the Reimbursable Support Agreement Annual Checklist to the Activity Support Agreement Manager.

- a. Is the Reimbursable Support Agreement active?
- b. Has the Reimbursable Support Agreement been amended or modified within the past year?
- c. Has the Reimbursable Support Agreement been terminated in the past year? Note: If the reimbursable Support Agreement is terminated, no further review is necessary.
- d. Are you still in need of the services or product?
- e. Are you still receiving the product or service as requested?
- f. Is the Supplier billing the Receiving Activity correctly?
- g. Have Economy Act Order funds been obligated prior to their expiration?
- h. Is the Reimbursable Support Agreement valid as is?
- i. Does the Reimbursable Support Agreement need to be modified?
- j. Change in scope?
- k. Change in cost?
- l. Change in term?
- m. Does the Reimbursable Support Agreement need to be terminated?

8. The annual review should also include the following:

- a. Support agreement subject.
- b. Support agreement number.
- c. Receiver's printed name and signature.
- d. Date of review.

ACQUISITION STRATEGY EVALUATION PROCESS STEPS

1. The following factors must be evaluated before submitting Interagency Agreements with non-Department of Defense (DoD) contracts (where the Economy Act does not apply).

a. Have you evaluated whether using a non-DoD contract for such actions are in the best interest of the DoD? Factors to be considered include:

(1) Is this a customer or mission requirement?

(2) What is the schedule for acquiring the goods or services?

(3) Is it cost effective (take into account discounts and fees)?

(4) Has a contract administrator reviewed this acquisition?

b. Have you verified that the funds are legally available for the purpose of the acquisition?

c. Have you ensured that all unique funding and procurement requirements, including statutory or regulatory requirements applicable to the funding being provided has been disclosed?

d. Have you ensured that all internal reviews and approvals required prior to placing the order have been completed?

e. Have you ensured that the tasks to be accomplished or supplies to be provided are within the scope of the contract?

f. Have you reviewed funding laws to ensure it is used with appropriation limitations?

g. Have you provided unique terms, conditions, and requirements to the assisting agency for incorporation into the order or contract as appropriate to comply with all applicable DoD-unique statutes, regulations, directives, and other requirements?

h. Have you collected data on the use of assisted acquisitions for analysis?

2. The evaluation must be signed and dated by the comptroller.

SUPPORT AGREEMENT SUBMISSION CHECKLIST

1. Each Support Agreement submitted to the Bureau of Medicine and Surgery (BUMED) for approval shall include the following:
 - a. The five standard BUMED Clauses are required for all agreements:
 - (1) Health Insurance Portability and Accountability Act
 - (2) Effective period not to exceed 5 years.
 - (3) Modification, change, or amendment.
 - (4) Termination.
 - (5) Concurrence.
 - b. Reimbursable agreements shall address these questions:
 - (1) Is the total estimated reimbursement noted on the DD Form 1144?
 - (2) Is Navy Medicine the Receiver of the agreement?
 - (a) If so, is the agreement outside of Department of Defense?
 - (b) Business Associate Agreement included?
 - (c) Determinations and Findings included?
2. The Support Agreement Submission should also include the following:
 - a. Additional notes as needed.
 - b. Support Agreement Manager's name, signature and date.

ACRONYMS

<u>Acronyms</u>	<u>Description</u>
AOR	Area of Responsibility
BAA	Business Associate Agreement
BSO	Budget Submitting Office
BUMED	Bureau of Medicine and Surgery
CASU	Cooperative Administrative Support Unit
CFR	Code of Federal Regulations
CIP	Clinical Investigation Program
CO	Commanding Officer
CRADA	Cooperative Research and Development Agreement
D&F	Determination & Finding
DHP	Department of Health Profession
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DODINST	DOD Instruction
DON	Department of the Navy
DSN	Defense Switched Network
DVA	Department of Veterans Affairs
FAD	Funding Authorization Document
FAR	Federal Acquisition Regulation
FBA	Franchise Business Activity
FEDLINK	Federal Library and Information Network
FISC	Fleet and Industrial Support Center
FM&C	Financial Management & Comptroller
FMR	Financial Management Regulation
GSA	General Services Administration
GWAC	Government Wide Acquisition Contract
HIPAA	Health Insurance Portability and Accountability Act
HQ	Headquarters
IC	Intermediate Command
IT	Information Technology
JAG	Judge Advocate General
J&A	Justification & Approval
MAC	Multi-agency Contract
MAS	Multiple Award Schedule
MHS	Military Health System
MIPR	Military Interdepartmental Purchase Request
MOA	Memorandum of Agreement
MOPAS	Management and Oversight Process for Acquisition of Services
MOU	Memorandum of Understanding

MTF	Medical Treatment Facility
NAVMEDLOGCOM	Naval Medical Logistics Command
NAVMEDRSCHCEN	Naval Medical Research Center
NAVSUPSYSCOM	Naval Supply Systems Command
NDAA	National Defense Authorization Act
NMCARS	Navy/Marine Corps Acquisition Regulation Supplement
NOTAL	Not to All
OIC	Officer in Charge
OPNAV	Office of Chief of Naval Operations
PC	Parent Command
PDF	Portable Document Format
POC	Point of Contact
SAM	Support Agreement Manager
SECNAV	Secretary of the Navy
SME	Subject Matter Expert
TAA	Training Affiliation Agreement
USC	United States Code