

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY  
U.S. PUBLIC HEALTH SERVICE  
AND  
THE U.S. DEPARTMENT OF DEFENSE  
ON  
THE DEVELOPMENT OF TOXICOLOGICAL PROFILES FOR  
HAZARDOUS SUBSTANCES  
AND  
PUBLIC HEALTH ASSESSMENTS AND RELATED ACTIVITIES  
AT DOD FACILITIES**

**1. INTRODUCTION**

- 1.1. This Memorandum of Understanding (MOU) serves to set forth the authorities, responsibilities, and procedures between the Department of Defense (DoD) and the Agency for Toxic Substances and Disease Registry (ATSDR) for conducting public health activities on DoD sites, and the development of toxicological profiles for hazardous substances by ATSDR as required under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Superfund Amendments & Reauthorization Act of 1986 (SARA). The public health activities performed under this MOU, as defined under CERCLA, focus on the evaluation of, and response to, human exposure to hazardous substances and adverse health effects that could result from past, current, or future DoD operations and activities.
- 1.2. DoD and ATSDR will make every effort to ensure that activities conducted under this MOU are coordinated and nonduplicative.

**2. PURPOSE.** This MOU--

- 2.1. Delineates the respective responsibilities of the ATSDR (to include cooperative agreements and contracts) and the DoD, including its Components, under Section 104(i) of the CERCLA, as amended (42 U.S.C. §9604), and Section 2704 of Title 10, United States Code (10 U.S.C. §2704).
- 2.2. Describes procedures for cooperation by ATSDR and DoD Components, such as the Army, Navy, Air Force, and independent Defense Agencies (e.g., the Defense Logistics Agency and the Civil Works Program as executed by the U.S. Army Corps of Engineers) and its contractors.
- 2.3. Promotes optimum use of Federal resources in carrying out the public health provisions of CERCLA §104(i), including specific ATSDR requirements related to the support of the Defense Environmental Restoration Program (10 U.S.C. §2701 et seq.).

### 3. AUTHORITY

- 3.1. This MOU is made pursuant to authority of the Economy Act of 1932, as amended (31 U.S.C. §1535 and §1536), and 10 U.S.C. §2704(c)(2) which requires the Secretary of Defense and the Secretary of Health and Human Services to enter into an MOU regarding the manner in which that provision shall be carried out, including the manner for transferring resources and coordinating activities.
- 3.2. The Deputy Under Secretary of Defense for Installations and Environment [DUSD (IE)] enters into this agreement on behalf of the Secretary of Defense pursuant to 10 U.S.C. §2704.
- 3.3. The ATSDR enters into this MOU pursuant to 10 U.S.C. §2704 and has authority under Sections 104(i) and 120 of CERCLA (42 U.S.C. 9604 and 9620) to conduct the activities contemplated by this MOU.

### 4. SCOPE

- 4.1. This MOU is between DoD and ATSDR as required by 10 U.S.C. §2704(c)(2) and addresses:
  - 4.1.1. Notification of the Director of ATSDR by the Secretary of Defense of commonly found unregulated hazardous substances in accordance with 10 U.S.C. §2704(a).
  - 4.1.2. Notification of the DoD Lead Agent by the ATSDR Director or his/her designee of any sites for which a petition is received in accordance with Section 104(i)(6)(B) of CERCLA (42 U.S.C. 9604(i)(6)(B)).
  - 4.1.3. Preparation of toxicological profiles by ATSDR pursuant to 10 U.S.C. §2704(b).
  - 4.1.4. Public health assessments, health consultations, health studies, health education, and other health-related activities by ATSDR at DoD facilities, as set forth in CERCLA §104(i), 42 U.S.C. §9604(i), and pursuant to 10 U.S.C. §2704(c).
  - 4.1.5. The responsibilities of each party.
  - 4.1.6. Identification of the Components' liaison offices and ATSDR's points of contact (Attachment A).
  - 4.1.7. Establishment of a Lead Component to coordinate activities for the DoD.
  - 4.1.8. Establishment of notification and reporting requirements related to the conduct of all public health activities at DoD facilities or other public health activities that include or impact DoD facilities or personnel.

- 4.1.9. Establishment of financial notification and reporting requirements.
- 4.1.10. Establishment of procedures for funding ATSDR for work at DoD facilities.
- 4.1.11. Specifications of Annual Plans of Work (APOWs) to be agreed upon by ATSDR and DoD.
- 4.1.12. Establishment of "Guidelines for the Coordination of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) Activities between the ATSDR and the Department of Defense, February 1995", as amended 12 June 2002 and 10 January 2003 (hereafter "CERCLA Coordination Guidelines").
- 4.1.13. Establishment of policies and procedures used to perform services under this MOU, including the ATSDR Health Assessment Guidance Manual.

4.2. This MOU also authorizes direct communication between the DoD Components and ATSDR program officials involved in managing the public health assessment work or other work to be performed related to DoD Component installations and facilities.

4.3. This MOU establishes dispute resolution procedures.

## **5. ATSDR RESPONSIBILITIES**

5.1. ATSDR will submit an APOW to DoD each year. The APOW will include activities such as:

5.1.1. Public Health Assessments and Health Consultations.

5.1.1.1. ATSDR will prepare public health assessments (PHAs), health consultations, public health advisories, and related documents for DoD sites as mandated by CERCLA and in accordance with the APOW. Services other than those specified in the APOW will require an amendment to the APOW. DoD Lead Agent and Component liaisons may request PHAs and other health-related activities at sites other than CERCLA or petition sites. Requests from installations directly to ATSDR will be coordinated through the respective service component and DoD Lead Agent prior to ATSDR initiating any activities at the requested site. These DoD validated requests may be accomplished at these sites if deemed appropriate by DoD and ATSDR and resources are provided.

5.1.1.2. ATSDR will ensure the timely preparation (as identified in the APOW) of PHAs and their addenda, for DoD installations and facilities on or proposed for listing on the National Priorities List (NPL) of the U.S. Environmental Protection Agency (EPA), in accordance with mandated schedules and subject to public health priorities and availability of resources.

- 5.1.1.3. The ATSDR Director or his/her designee will determine if PHAs will be conducted at non-NPL sites that are the subject of a petition made under CERCLA §104(i)(6)(B). ATSDR, in accordance with the 10 January 2003 amendment to the CERCLA Coordination Guidelines, will then consult with the DoD Lead Agent to modify the APOW to accommodate the petitioned work in a timely manner.
- 5.1.1.4. ATSDR, in accordance with the 2 June 2002 amendment to the CERCLA Coordination Guidelines, will ensure, to the extent possible, that all relevant data for the site or facility have been considered.
- 5.1.1.5. ATSDR will provide copies of PHA Data Validation Releases and their addenda to the DoD Component designees (Attachment A), the DoD base/installation, EPA, and the state concurrently. These validations will be reviewed to ensure the accuracy and completeness of the documents. In addition, ATSDR will provide PHAs - Public Comment Releases to the DoD Lead Agent and the Component liaison(s) on the first day the report(s) is/are available for public comment. Final PHAs will be provided to the DoD Lead Agent and the Component liaison(s) when released to the public.
- 5.1.1.6. ATSDR will agree to all reasonable requests by DoD Components for extensions of time beyond the 3 weeks available to review draft validation documents for accuracy and completeness. The review period shall not exceed a total 30-day review period unless extenuating circumstances acceptable to ATSDR so dictate. In addition, ATSDR will also agree to reasonable extensions to the 30-day review period for public comment documents not to exceed 60 days. For unusual extenuating circumstances, the DoD Component may request in writing a waiver to this 60-day provision. The request must document the need for this waiver and specifically address why the delay in releasing the final document is warranted. If such a waiver is granted, ATSDR shall extend the comment period an additional 30 days but no longer.
- 5.1.1.7. In situations involving an immediate threat to human health, ATSDR, in coordination with the DUSD (IE) and the affected DoD Component, will expedite the release of the PHA or the ATSDR interim response document (e.g., health advisory, health consultation, or emergency response).
- 5.1.1.8. ATSDR will provide a written response to comments received during the public comment period in accordance with their policies and procedures.
- 5.1.1.9. In special instances (e.g., base closures), if DoD requests that expedited site-specific evaluations be performed prior to completion of the PHA for the entire installation or facility, ATSDR will perform these expedited site-specific evaluations and make determinations and recommendations as appropriate,

subject to public health priority and the availability of resources and sufficient information.

- 5.1.1.10. ATSDR will ensure that the PHAs and related information are provided to the applicable DoD installation and to other offices and organizations as may be requested by the appropriate DoD Component.
  - 5.1.1.11. ATSDR will perform other health activities that are in the best interest of both parties and funded through the APOWs. Such activities include, but are not necessarily limited to, emergency response support pursuant to CERCLA §104(i)(4) and health education pursuant to CERCLA §104(i)(14).
  - 5.1.1.12. ATSDR will promptly notify the DoD Lead Agent of any petitions made to ATSDR pursuant to CERCLA §104(i)(6)(B), conduct petitions as part of the APOW, and provide DoD with copies of any findings made by ATSDR with respect to such petitions.
  - 5.1.1.13. ATSDR will promptly notify the DoD Lead Agent and affected Component of activities conducted at DoD sites by ATSDR regional office representatives or cooperative agreement states.
- 5.1.2. Health Surveillance, Health Studies, and Exposure and Disease Registries.  
The ATSDR will--
- 5.1.2.1. In consultation and cooperation with the DUSD (IE), DoD Lead Agent, and Components ensure that any needed surveillance activities, registries, health studies, and related research are conducted as defined in the APOW. These activities will be carried out in conformance with ATSDR procedures and policies to further define the extent and impact of human exposures to hazardous materials in the environment on, near or emanating from DoD installations.
  - 5.1.2.2. Develop, where appropriate, health surveillance programs that provide periodic screening of a defined population for a specific health effect or for a population at significantly increased risk. ATSDR will conduct health studies to evaluate adverse health effects resulting from exposure to contaminants. ATSDR will establish and maintain the National Exposure Registry, comprised of chemical-specific subregistries, to determine the health consequences of low-level, long-term exposure to hazardous chemicals. ATSDR, prior to initiating any health surveillance program, will consult with DoD as to proposed programs.
  - 5.1.2.3. Ensure the timely preparation of public health studies for DoD installations and facilities subject to public health priorities and availability of resources.
  - 5.1.2.4. Promptly notify the DoD Lead Agent of any plans to conduct a health study on or at a site or area contiguous to or located near a DoD facility that may impact that facility and/or military or civilian populations associated with that facility.

- 5.1.2.5. Share with the DoD Lead Agent and Component the health study proposal or summary of the health study approach prior to submittal for peer review.
- 5.1.2.6. Provide the health study proposal/protocols, draft reports, and interim reports pertaining to the health study to DUSD (IE), DoD Lead Agent, and Components in a timely manner for review and comment, as outlined in the CERCLA Coordination Guidelines.
- 5.1.2.7. Keep the DoD Lead Agent and Component liaisons or designee apprised of the status and progress of data collection projects and health studies including major milestones. Final reports will be simultaneously furnished to the DoD Lead Agent, Component liaisons, and the affected installation. Notify the DoD Lead Agent and the appropriate Component liaison of the publication and/or release of any health study or data collection report.
- 5.1.2.8. Respond to DoD comments on the proposal/draft reports/interim reports as outlined in the CERCLA Coordination Guidelines.
- 5.1.2.9. Consult and coordinate with DoD to develop strategies to disseminate health study results and develop public affairs plans to inform the public of study results.
- 5.1.3. Toxicological Profiles & Toxicologic Research.
  - 5.1.3.1. In accordance with 10 U.S.C. §2704 and the APOW and in coordination with DoD, the ATSDR Director or his/her designee will prepare and revise a priority listing of toxicants determined by the Secretary of Defense to be the most commonly found unregulated hazardous substances released in the past and present from DoD sites, and prepare or update toxicological profiles for those hazardous substances which are of greatest relevance to DoD facilities and operations. Toxicological profiles identify the full range of health effects from exposure to particular substances and identify data gaps for which additional research is needed. Any agreed upon requests and associated funding for toxicological profiles or updates will be identified in the APOW.
  - 5.1.3.2. When toxicological profiles are requested by DoD or when toxicological profile updates are performed, ATSDR will ensure timely preparation of profiles according to a mutually agreed upon schedule as defined in the APOW. In consultation and cooperation with the DoD Components, ATSDR shall ensure that toxicological profiles and updates conform to requirements of CERCLA §104 (i) (5), 42 U.S.C. §9604 (i) (5).
  - 5.1.3.3. ATSDR shall provide the DUSD (IE), DoD Lead Agent and Components with draft toxicological profiles for review and comment prior to completion or public dissemination.

5.1.3.4. ATSDR shall fully consider all written comments provided by the DUSD (IE) and the DoD Components prior to completion of the toxicological profiles, and provide a written response to comments.

5.1.3.5. ATSDR shall provide the DUSD (IE), DoD Lead Agent, and Components with a copy of all comments and responses with the final toxicological profile and any subsequent updates.

5.1.4. Health Education and Promotion.

ATSDR's environmental health education and promotion program provides a comprehensive approach to health education, environmental disease prevention, health promotion, and public health practice. ATSDR will develop and implement strategies and programs to promote health and provide information and training for reducing exposure, illness, or disease-related hazardous substances in the environment. As a part of its broader prevention program, ATSDR will provide community-based environmental health interventions to interdict exposures, prevent adverse health effects, and develop public health partnerships to ensure effective and sustainable public health responses. ATSDR, prior to initiating any health education and promotion activities at DoD sites, will consult with DoD as to the need and priority of such programs. Any agreed upon work will be incorporated into the APOW.

5.1.5. Emergency Response.

ATSDR will provide proactive and supportive emergency public health response resources at DoD sites. ATSDR works with the National Response Team in developing and implementing emergency planning and preparedness activities. These activities ensure that ATSDR participates in the establishment and maintenance of an effective response infrastructure that emphasizes prevention and rapid response. ATSDR will also participate in DoD scheduled emergency response training exercises when requested by DoD.

5.2. ATSDR, in cooperation with the DoD Lead Agent, jointly updates, as needed, the CERCLA Coordination Guidelines.

5.3. ATSDR shall provide updated copies of policies and procedures used to perform services under this MOU, including the ATSDR Health Assessment Guidance Manual, to DUSD (IE), the DoD Lead Agent, and Components.

## 6. DOD RESPONSIBILITIES

6.1. To coordinate activities under this MOU, DUSD (IE) will designate and authorize a Lead Agent to act on behalf of DoD. The Lead Agent will --

- 6.1.1. Coordinate, within DoD, the review and response to ATSDR's APOW.
- 6.1.2. Coordinate fiscal requirements for work performed by ATSDR pursuant to this MOU with the appropriate DoD Component liaisons.
- 6.1.3. Coordinate within DoD the review and response to ATSDR's out-year plan.
- 6.1.4. Execute funding requirements for work performed by ATSDR pursuant to this MOU and as specifically defined in the APOW.
- 6.1.5. Provide ATSDR with a prioritized list of hazardous substances at waste sites under the Secretary of Defense's jurisdiction for which DoD would like toxicological profiles or toxicological profile updates.

6.2. The DoD Components:

- 6.2.1. Will provide ATSDR with copies of all relevant information and data (human health, toxicological, environmental, and operational data) concerning hazardous substances and other appropriate support to aid ATSDR in the preparation of toxicological profiles, PHAs, health consultations, or other health-related activities.
- 6.2.2. Will coordinate and provide overall guidance for the within the Component for activities to be conducted pursuant to this MOU and ensure budgeting and programming of the Components Environmental Restoration Account (ERA), the Base Realignment and Closure Account (BRAC), and the Formerly Used Defense Account.
- 6.2.3. Will arrange for visits and access by appropriate ATSDR personnel to DoD installations and facilities in a mutually agreeable time frame that supports the APOW.
- 6.2.4. Will communicate directly between their installations and facilities and ATSDR for the purposes of data collection and dissemination. Specifically, ensure that ATSDR can obtain access to and receive appropriate site-related materials (e.g., site investigations, feasibility studies, remedial investigations) in a timely manner. The ATSDR will advise the DoD Lead Agent when ATSDR is having difficulty obtaining required materials from DOD Component installations.
- 6.2.5. Will in cooperation with the DoD Lead Agent and ATSDR, jointly update, as needed, the CERCLA Coordination Guidelines.
- 6.2.6. May request ATSDR to perform other services on an as-needed basis, subject to agreement by DoD and ATSDR in the APOW or a modification to the APOW; and the limitations of funds available through the APOWs. Such activities may

include, but are not limited to, emergency response support [CERCLA §104(i)(4j)] and health education [CERCLA § 104(i)(14)].

- 6.2.7. Will provide ATSDR with an inventory of all health- and environmental-related data related to the ATSDR activity being accomplished under the APOW. If data or information that ATSDR needs to receive to fulfill its functions hereunder is classified in the interest of national security, appropriately cleared representatives of ATSDR, with a need to know, will be provided access to that data or information. DoD shall make reasonable efforts to declassify data which ATSDR determines, after the foregoing review by appropriately cleared representatives, to be necessary for carrying out its activities under this MOU. If DoD determines that, in the interests of national security, classified information should not be declassified, such a determination is not subject to dispute resolution pursuant to paragraph 10.5 below.
- 6.2.8. Will make every reasonable attempt to respond, in writing, within the comment periods established by ATSDR, to documents prepared by ATSDR.
- 6.2.9. Will coordinate with ATSDR to expedite the release of PHAs or other response documents in situations involving immediate threat to human health.

## **7. DATA MANAGEMENT**

- 7.1. ATSDR will be responsible for the management of all data collected by ATSDR employees, its contractors, grantees, and cooperative agreement holders, including data obtained from DoD and its contractors. ATSDR shall ensure that any reviews of record systems containing personally identified data, undertaken as a basis for study project protocol development, are reasonably limited in scope and duration and that information collected is directed to preparation of forms and procedures for use in such project protocol plan(s).
- 7.2. ATSDR will maintain the necessary Privacy Act systems of records for information provided to ATSDR by DoD.
- 7.3. Information provided to ATSDR under this agreement may be made available by ATSDR in response to requests under the Freedom of Information Act (5 U.S.C. §552) and implementing regulations [Title 45, Code of Federal Regulations, Part 5 (45 CFR 5)].
- 7.4. With respect to information disclosure, ATSDR shall establish a routine under the Privacy Act, 5 U.S.C. §552(a) and the Department of Health and Human Services (DHHS) implementing regulation, 45 CFR 5, to give DoD access to data relating to the activities conducted under this MOU.
- 7.5. To the extent consistent with the Federal Privacy Act, DoD regulations and contracts, and agreements between DoD and its contractors, DoD will allow ATSDR and its agents with appropriate security clearances, access to all DoD and DoD-owned facilities for the

purpose of independently reviewing or collecting information or samples that ATSDR determines are necessary for conducting work under this MOU. DoD and ATSDR will work together to develop contract clauses to be added to DoD contracts to ensure the DoD contractors collect and maintain information needed to perform the public health activities under this MOU and ATSDR and its agents have the necessary access to that information.

## **8. SECURITY CLEARANCE**

The DoD Components will inform ATSDR of the security clearance requirements for work performed under this agreement and will provide all reasonable assistance to ATSDR to ensure that ATSDR staff is able to receive appropriate security clearances in a timely manner. Upon notification by a DoD Component of the necessary security clearances required by ATSDR personnel working under this agreement, ATSDR will take all reasonable actions to ensure that its personnel obtain the necessary clearances in a timely fashion.

## **9. STATUTORY COMPLIANCE**

This MOU is written with the understanding of both parties that this agreement is not intended to restrict, circumvent, or limit compliance with CERCLA §120 (42 U.S.C. §9620) relating to the application of CERCLA to Federal facilities.

## **10. ADMINISTRATION OF THE MOU**

### **10.1. General.**

- 10.1.1. ATSDR will provide financial obligation reports and activity progress reports to the DoD Lead Agent and Components on a quarterly basis.
- 10.1.2. ATSDR designates the following individual/position as the Program Official for this MOU:

Title: Senior Program Analyst for Federal Programs  
Office of Financial and Administrative Services  
Agency for Toxic Substances and Disease Registry  
Address: 1600 Clifton Road, Mail Stop E-28., Atlanta, GA 30333  
Telephone: (404) 498-0661; Facsimile (404) 498-0091

- 10.1.3. DoD designates the following individual as the Program Official for this MOU:

Title: DoD Lead Agent for the ATSDR Program  
Address: U.S. Army Center for Health Promotion & Preventive Medicine  
ATTN: MCHB-TS-RAO  
5158 Blackhawk Road  
Aberdeen Proving Ground, MD 21010-5422

Telephone: (410) 436-5221; Facsimile (410) 436-2407

## 10.2. Annual Plans of Work.

### 10.2.1. General.

10.2.1.1. Specific APOWs will contain project schedules for activities (e.g., toxicological profiles, health surveillance, health consultations, PHAs, and health studies, including responses to petitions received pursuant to 42 U.S.C. §9604) by ATSDR and the DoD Components that will be accomplished in the specified fiscal year relative to DoD installations or sites. The APOW may be on a fiscal year basis and may be amended to run for any other time period mutually agreed upon by DoD and ATSDR.

10.2.1.2. Work required by this MOU will not commence without a signed APOW.

### 10.2.2. Annual Requirements.

10.2.2.1. In May of each year, ATSDR will submit an APOW to the DUSD (IE) describing the scope of work projected by ATSDR for DoD and DoD Components for the following fiscal year. The APOW will specify the funds required by ATSDR for the conduct of work covered by this plan and performance goals associated with those funds. Army Civil Works requirements will be separately identified. ATSDR will also provide projections of funding requirements for the following two fiscal years.

10.2.2.2. Within 45 days, the DUSD (IE) will review the APOW with the DoD Components' Secretariats, relative to DoD requirements, and negotiate the scope of work that will be undertaken by ATSDR for DoD and DoD Components. The APOW will be considered finalized when signed by DoD and ATSDR or their designees.

10.2.3. Amendments to the APOW. The APOW may be amended by formal written notice from either party if there is joint agreement as evidenced by the signatures of the DoD and ATSDR or their designees, as described in the CERCLA Coordination Guidelines. Any amendments are effective as of the date of the final signature.

## 10.3. Transfer of Resources.

### 10.3.1. Appropriations.

The source of funds provided to ATSDR from DoD shall be the DoD Components' ERA or the Base Closure Accounts (BCAs), as appropriate. In the case of the Army Civil Works program, the funding shall be from the Energy and Water Development Acts appropriations. The DoD shall seek sufficient funding

through the DoD budgetary process to carry out DoD's obligations for work conducted pursuant to this MOU. ATSDR will provide DoD with percentage figures reflecting the allocation of ATSDR effort between activities funded by Defense Environmental Restoration Account (DERA) and those funded by BCAs, and the Army Civil Works Program, for each reporting period.

#### 10.3.2. Limitations.

The parties to this MOU expect that the work agreed upon in the MOU and the APOWs will be funded. Any funding for ATSDR activities is limited to those activities which fulfill ATSDR's scope of responsibilities under CERCLA §104(i), 42 U.S.C. §9604(i), as directed by 10 U.S.C. §2704. Any ATSDR activities undertaken for which DoD funding, in whole or in part, is contemplated must be coordinated with the DUSD (IE), or his/her designee, DoD Lead Agent and Components in advance of initiation of the work or activity or of ATSDR incurring any obligation, contractual or otherwise, to conduct the work or activity. During any period that sufficient funds are not available to meet obligations, the DoD will continue to pursue adequate funding from Congress until such funding becomes available. Reimbursement for work performed under this agreement, during periods when Congress has not approved a budget, will continue under continuing resolution authority only if such authority has been provided by Congress. Nothing in this MOU shall be interpreted to require obligation by either party, nor require payment by DoD pursuant to this MOU, in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

#### 10.3.3. Funding.

10.3.3.1. Under this MOU, funding will be issued quarterly to ATSDR for work as specified in the APOW with 4<sup>th</sup> quarter funding being provided at the beginning of the quarter. Funding will be provided for all work performed pursuant to the APOW. Funding will be adjusted to correct for reprioritized work in an amended APOW. APOW funding levels for the fiscal year will be adjusted when funds are carried over from the previous fiscal year.

10.3.3.2. DoD may transfer other resources, in lieu of funding ATSDR services, to assist ATSDR in performing activities covered by this Agreement, as may be mutually agreed upon by both Parties. DoD funding and use of resources for ATSDR activities is limited to those activities which fulfill ATSDR's scope of responsibilities under CERCLA §104(i), 42 U.S.C. §9604(i), and pursuant to 10 U.S.C. §2704. Any other ATSDR activity beyond the activities projected in the APOW for which DoD funding, in whole or in part, is contemplated must be coordinated with DoD Lead Agent and affected Component in advance of any work being initiated, or obligation being undertaken, at or for a DoD site.

#### 10.3.4. Notification and Reporting Requirements.

10.3.4.1. Within forty-five (45) days after the end of each quarter of the fiscal year, ATSDR shall submit to the DoD Lead Agent and Components quarterly summaries of obligations made against the funds provided under the APOW. The summaries will categorize obligations by budget activity and object class and provide separate reporting for each fund cite (e.g., ERA, BCAs, Army Civil Works, and any special accounts).

10.3.4.2. Within ninety (90) days after a PHA "Blue Cover," Final Health Consultation, Health Study Final Report, Health Statistics Review Final Report, or Health Education Activity is completed, ATSDR will provide DoD with their actual cost incurred from initiation to completion by installation.

#### 10.3.5. Activity Reports.

Within forty-five (45) days after the end of each quarter of the fiscal year, ATSDR shall submit to DoD quarterly summaries of the activities completed by ATSDR during the quarter listed by DoD Component and the type of activity conducted. The 4<sup>th</sup> quarter report shall, in addition to the quarterly activities summary, provide a summary of the fiscal year activities with a comparison to APOW programmed activities. Based on the annual summary, the DoD and ATSDR shall generate a coauthored report which addresses successful initiatives and areas where initiatives or programmed activities require improvement. The report shall address specific causes for success and failure, lessons learned, and suggested mechanisms for improvement. The report shall be used by ATSDR and DoD to improve its respective programs and identify areas where additional collaboration and discussion are necessary.

#### 10.3.6. Contractual Obligations.

If ATSDR enters into a contract for which DoD provides funding, in support of this MOU, nothing in this MOU shall be construed to create a contractual obligation or relationship between DoD and the contractor. Any contract entered into by ATSDR for which DoD provides funding shall be subject to audit by DoD.

### 10.4. Duration, Modification or Termination.

#### 10.4.1. Duration.

This MOU shall become effective on the date approved by both signatories. It shall remain in effective through Fiscal Year 2008 and may be extended by agreement of both parties.

#### 10.4.2. Modification.

This MOU may be modified by formal written notice from either party if there is joint agreement as evidenced by the signatures of responsible officials representing both parties. Any amendments are effective as of the date of the final signature.

#### 10.4.3. Termination.

This MOU may be terminated upon notification by either ATSDR or DoD to the other party. A minimum of ninety (90) days advance written notice of termination is required.

#### 10.5. Dispute Resolution.

The Parties of this Agreement shall make reasonable efforts to informally resolve disputes over the scope of services performed under this Agreement, technical sufficiency of reports produced, and any other issues that lead to or generate a dispute. The dispute resolution process will initially include discussions between DoD and ATSDR staffs directly involved in the conduct of activities and their immediate supervisors. If resolution is not reached, the dispute may be elevated by either party to the DoD Components' liaison officer, the DoD Lead Agent (Attachment A), and ATSDR's Senior Program Manager for Federal Programs. If the parties are unable to reach resolution, the dispute may be elevated to the DoD Components' Secretariat and the ATSDR Deputy Director for Management. If resolution is not reached, the matter may be referred by the DoD Component, in writing, to the DUSD (IE) or may be referred by ATSDR staff to the Director ATSDR for resolution.

#### 10.6. Litigation.

The DoD and ATSDR agree to coordinate litigation-sensitive information and actions through their respective offices of General Counsel.

### 11. RESPONSIBLE OFFICIALS

#### DEPARTMENT OF DEFENSE

By: Alex A. Bechler  
Mr. Alex A. Bechler  
Assistant Deputy Under Secretary  
of Defense (Environment Safety and  
Occupational Health)

Date: 11/22/04

#### AGENCY FOR TOXIC SUBSTANCES AND DISEASE RESGISTRY

By: Henry Falk  
Henry Falk, M.D. M.P.H.  
Director, National Center for  
Environmental Health and  
Agency for Toxic Substances  
and Disease Registry

Date: 11/22/04

ATTACHMENT A

LIAISON OFFICE LEVEL

COMMANDER  
US ARMY CENTER FOR HEALTH PROMOTION AND PREVENTIVE MEDICINE  
ATTN MCHB-TS-RAO  
5158 BLACKHAWK ROAD  
ABERDEEN PROVING GROUND MARYLAND 21010-5403  
TELEPHONE: (410) 436-5221

COMMANDER  
US ARMY CENTER FOR HEALTH PROMOTION AND PREVENTIVE MEDICINE  
ATTN MCHB-TS-REH  
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COMMANDING OFFICER  
US NAVY ENVIRONMENTAL HEALTH CENTER  
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ATTN: ENC  
WASHINGTON NAVY YARD  
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WASHINGTON, DC 20374-5065

OFFICE OF THE SURGEON GENERAL, US AIR FORCE  
ATTN: AFMOA/SGZE  
170 LUKE AVE SUITE 400  
BOLLING AFB  
WASHINGTON DC 20332-6188  
TELEPHONE: (202) 767-4323

DIRECTOR  
DEFENSE LOGISTIC AGENCY HEADQUARTERS  
ATTN: DSS-E ENVIRONMENTAL AND SAFETY POLICY OFFICE  
8725 JOHN J KINGMAN ROAD Stop 6220  
FORT BELVOIR VIRGINIA 22060-6220  
TELEPHONE: (703) 274-6124

HEADQUARTERS, US ARMY CORPS OF ENGINEERS  
ENVIRONMENTAL COMPLIANCE  
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20 MASSACHUSETTS AVE NW  
WASHINGTON DC 20314-1000  
TELEPHONE: (202) 761-1272

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AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY  
MAILSTOP E-28  
1600 CLIFTON ROAD  
ATLANTA GEORGIA 30333  
TELEPHONE: (404) 498-0661