## **Summary of Changes**

USMEPCOM Regulation 5-2, March 13, 2006 Logistic Operations Interservice and Intragovernmental Support

## Specifically, this revision—

- Changes record number 5-8a to 5-b3 where appropriate throughout the regulation.
- Deletes the use of the word Army (par. 5b).
- Changes Army installation and non-Army Federal agency to read DOD installations and non-DOD Federal agencies (throughout).
- Adds memorandum of agreement and memorandum of understanding (par. 5b).
- Adds commanders will ensure any estimate reimbursement cost not used during the current year is recovered and allocated back to their budget before the end of year close out. All payments made will be for the actual cost of the service received during the current physical year. (par. 5c).
- Adds an annual review must be conducted and a memorandum for record must be completed. The memorandum for record must include the following information: date annual review was conducted, support agreement number, and name of person that conducted the annual review. Commanders must sign the memorandum and forward a signature copy to: HQ USMEPCOM, ATTN: J-8/MRM-AD-LB. A copy of the signed memorandum and support agreement must be kept on file at the MEPS.
- Clarifies Annex II General Provisions to read Annex II Specific Provisions (Annex II) (page B-6).

# DEPARTMENT OF DEFENSE HEADQUARTERS, UNITED STATES MILITARY ENTRANCE PROCESSING COMMAND 2834 GREEN BAY ROAD, NORTH CHICAGO, ILLINOIS 60064-3094

USMEPCOM Regulation No. 5-2

March 13, 2006

Effective: April 10, 2006

## Logistics Operations INTERSERVICE AND INTRAGOVERNMENTAL SUPPORT

FOR THE COMMANDER:

OFFICIAL:

D. R. O'Brien

Deputy Commander/Chief of Staff

Edward/J. Mills

Command Executive Officer

DISTRIBUTION:

A (Electronic only publication)

**Summary.** This regulation prescribes policies and procedures for area base operations support in the United States Military Entrance Processing Command (USMEPCOM). The regulation also provides guidance for managing the base operations support agreement process.

Applicability. This regulation applies to all elements of USMEPCOM.

**Supplementation.** Supplementation of this regulation is prohibited without prior approval of Headquarters, United States Military Entrance Processing Command (HQ USMEPCOM), ATTN: J-8/MRM-AD-LB, 2834 Green Bay Road, North Chicago, IL 60064-3094.

Suggested improvements. The proponent agency of this regulation is J-8/Resource Management Division (Contracting) (J-8/MRM-AD-LB), HQ USMEPCOM. Users are invited to send comments and suggested improvements on Department of the Army (DA) Form 2028 (Recommended Changes to Publications and Blank Forms) or by memorandum to HQ USMEPCOM, ATTN: J-8/MRM-AD-LB, 2834 Green Bay Road, North Chicago, IL 60064-3094.

Management control process. This regulation is subject to the requirements of internal management control provisions outlined in USMEPCOM Regulation 11-4 (Management Control) and identifies key management controls that must be evaluated. A management control evaluation checklist for interservice and intragovernmental support agreements is in appendix D.

<sup>\*</sup>This regulation supersedes USMEPCOM Regulation 5-2, 13 June 2001.

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## **Appendixes**

- A. References
- **B.** Sample DD Form 1144 with Support Documents (Annexes)
- C. Sample Memorandum of Agreement
- **D.** Management Control Evaluation Checklist –Interservice and Intragovernmental Support

## Glossary

#### 1. Purpose

This regulation prescribes policy and procedures for area base operations support for United States Military Entrance Processing Command (USMEPCOM) activities (i.e. military entrance processing stations (MEPSs), sectors, and Headquarters, United States Military Entrance Processing Command (HQ USMEPCOM)) as off-post customers and as tenants on a military- or federal-host installation. The regulation also provides guidance for managing supplier-receiver relationships throughout the various phases of negotiation, execution processing, review of existing provisions, and other on-going maintenance.

#### 2. References

References are listed in appendix A.

## 3. Explanation of abbreviations and terms

Abbreviations and special terms used in this regulation are explained in the glossary.

## 4. Responsibilities

- a. The Director, J-8/Resource Management Directorate, (J-8/MRM) HQ USMEPCOM, has responsibility for managing the base operations support agreement program in USMEPCOM. The Director will—
  - (1) Appoint an ISA Manager to administer the ISA process for USMEPCOM.
- (2) Develop command policies and procedures and provide technical guidance to USMEPCOM activities in their functional areas of responsibility that affect area base operations support capabilities.

- (3) Assist sectors and MEPSs with coordination and negotiation of support agreements.
- (4) Assist HQ USMEPCOM directorates and special staff offices, sectors, and MEPSs resolve coordination or processing problems.
- (5) Monitor area base operations support relationships and agreements to ensure off-post customer base operations support is equitable, economical, and meets quality requirements for USMEPCOM activities. Base operations support provided to off-post customers will be equitable to the level of base operations support provided by the host installation and the tenant activities.
- (6) Coordinate base operations support relationship changes for base realignment and closure actions, ensuring an effective transfer of responsibilities and a realignment of resources.
- (7) Participate in Defense Regional Interservice Support and Joint Interservice Resource Study Group conferences and meetings.
  - (8) Maintain ISA files under record number 5-b3; (see disposition instructions in app. A, sec. VI).
- b. Sector and MEPS commanders have responsibility for initiating requests for base operations support services required to meet their operational requirements. Commanders will—
  - (1) Contact suppliers and coordinate the required base operations support services.
- (2) Negotiate specific and sector- or MEPS-unique requirements and review and approve associated costs.
  - (3) Request assistance from the ISA manager, USMEPCOM, when needed.
  - (4) Coordinate ISAs with HQ USMEPCOM to ensure budgetary requirements are met.
- (5) Prepare funds transfers for reimbursable costs under a base operations support agreement using DD Form 448 (Military Interdepartmental Purchase Request).
- (6) Review and verify vouchers for transfer between appropriations received from supporting activities for reimbursable services.
- (7) Ensure that costs for reimbursable services applicable to ISAs are reviewed and included in the annual budget development process.
- (8) Ensure current, established provisions of base operations support agreement are included or established in a separate agreement for continued base operations support during periods of mobilization.
- (9) Maintain current copies under record number 5-b3 (see disposition instructions in app. A, sec.VI).

#### 5. Interservice and intragovernmental support agreement

a. The support agreement defines base operations support provided by a supplier for a receiver. A support agreement is defined as an interservice, or intragovernmental support agreement (ISA) and documented on Department of Defense (DD) Form 1144 (Support Agreement) or in a memorandum of agreement (MOA) or a memorandum of understanding (MOU). ISAs will be negotiated, processed, and executed according to Department of Defense Instruction DODI 4000.19 (Interservice and

Intragovernmental Support), Army Regulation (AR) 5-9 (Area Support Responsibilities), and this regulation.

b. To initiate the ISA process, sector and MEPS commanders request support services from the supplier (i.e., the nearest DOD installation or other non-DOD Federal agency). The support agreement manager at the installation or agency (supplier) will prepare an ISA. ISAs may be prepared on DD Form 1144 (Support Agreement), a MOA, or MOU. MOAs and MOUs usually define general areas of agreement or understanding between two or more parties and are prepared by either party based on the base operations support requirements. ISAs include documentation of mutually agreed statements of facts, intentions, procedures, and policies for future actions. Commanders will negotiate ISAs, MOAs, and, MOUs with the supplier and submit the proposed ISA, MOAs, and, MOUs to HQ USMEPCOM (J-8/MRM-AD-LB) for review and staffing.

**Note:** MEPS commanders must coordinate agreements involving the transfer of personnel spaces with the HQ USMEPCOM Civilian Personnel Office before beginning negotiations.

c. Instructions for preparing an ISA are in the Department of the Army Support Agreement Handbook available on the Internet (<a href="http://www.hqda.army.mil/acsimweb/sams.htm">http://www.hqda.army.mil/acsimweb/sams.htm</a>). Samples are included in this regulation: DD Form 1144 with support documents in appendix B and a sample MOA in appendix C.

## 6. Base operations support

Base operations support is the logistical and administrative services supplied to an activity in support of its mission. Base operations support services for USMEPCOM are provided by DOD installations (interservice) or other non-DOD Federal agencies (intragovernmental), and arranged by ISA on DD Form 1144, MOA, or MOU. Support agreements are characterized as recurring or nonrecurring and reimbursable and non-reimbursable according to DODI 4000.19 and AR 5-9.

## 7. Arranging for base operations support

Sector and MEPS commanders negotiate agreements for their base operations support needs with potential suppliers. Commanders should identify base operations support suppliers capable of providing the support by the most economical means. This regulation does not mandate the source of base operations support or any changes to existing base operations support agreements. Most base operations support services requested by a sector or MEPS are non-designated and may be obtained economically from the source chosen.

- **a. Requesting base operations support.** The commander prepares a request for service on DD Form 1144 or memorandum and submits the request to a potential supplier. The commander requests a category of service (par. 7c) and specifies the base operations support requirements in sufficient detail for the potential supplier to evaluate the support capability and determine reimbursable costs. (When requesting recurring base support, the supplier completes DD Form 1144.) The agreement must clearly state the specifics reached between the receiver and the supplier, especially the responsibilities of each party.
- **b. Reimbursements.** The supplier and receiver must mutually agree on reimbursable costs during negotiations.
- (1) Suppliers may only charge for costs not otherwise funded through the provider's budget development process for defined standard-level base operations support according to AR 37-49 (Budgeting, Funding, and Reimbursement for Base Operations Support of Army Activities).
- (2) Base operations support is not reimbursable for Operations and Maintenance, Army (OMA)-funded customers receiving a standard level of base operations support from an OMA-funded supplier.

- (3) Base operations support is reimbursable only to the extent that a provision of the receiver-specified support increases the support provider's direct costs (i.e. incremental direct cost). Reimbursable costs must be measurable and directly attributable to the receiver. The receiver must reimburse incremental direct costs for services above the standard level of support.
- **c. Base operations support categories.** Commanders will identify common base operations support categories in their ISA. (See DODI 4000.19 for support categories.) Commanders will modify the category definition and expand the definition to clearly define the specific support requirements for each category. Category definitions are specified in block 12 of DD Form 1144.

#### 8. Agreement processing

a. DD Form 1144 is the authenticating document and coversheet for the detailed arrangements negotiated between the supplier and the receiver. Commanders must review new or revised ISAs from the supplier before signing as the approving authority on DD Forms 1144, block 9c (4). The commander sends the ISA to HQ USMEPCOM, ATTN: J-8/MRM-AD-LB, for review and signature of the comptroller portion of DD Form 1144, block 9a. J-8/MRM-AD-LB returns the completed DD Form 1144 to the supplying activity for completion and final distribution and sends a copy to the MEPS.

**Note:** An amendment may be added by mutual written consent of the supplier and the receiver. Amendments are recorded and published as an addendum to the agreement.

- b. ISAs or changes to existing ISAs involving civilian personnel services must be coordinated with the HQ USMEPCOM Civilian Personnel Officer.
- c. J-8/MRM-AD-LB coordinates ISAs for support of HQ USMEPCOM with the directorates and special staff offices before finalizing and returning the ISA to the supplier of services.
  - d. An ISA remains in effect until superseded or terminated.

## 9. Reviewing existing ISAs

Commanders will review their existing ISAs—

- a. During their annual budget review process. Although most agreements are negotiated for an indefinite expiration term, an annual review will ensure continued accuracy of estimated reimbursement charges.
- b. During mobilization or an emergency to determine if agreements need revision, amendment, or termination.
- c. Commanders will ensure that any estimate reimbursement cost not used during the current year gets recovered and allocated back to their budget during end of year close out. All payments made will be for the actual cost of service received during the current physical year.
- d. An annual review must be conducted and a memorandum for record must be completed. The memorandum for record must include the following information: date annual review was conducted, support agreement number, and name of person that conducted the annual review. Commanders must sign the memorandum and forward a signature copy to: HQ USMEPCOM, ATTN: J-8/MRM-AD-LB. A copy of the signed memorandum and support agreement must be kept on file at the MEPS.

## 10. Revisions

Revisions are classified as major or minor.

- **a. Major revisions.** Major revisions change the existing or requested support and costs (e.g., adding or changing a category of service). Major revisions require mutual agreement of the supplier and receiver and must be made with sufficient advance notice to permit resource adjustments during the annual budget review process.
- **b.** Minor revisions. Minor revisions usually do not change the existing support or the costs. Minor revisions correct the existing document or are made by attaching a change to the ISA. Each affected party must sign or initial the changes.

## 11. Terminations

- a. An ISA may be terminated by mutual consent of the supplier and the receiver. The party considering the termination action is responsible for notifying the other party at least 180 days from the proposed termination to allow action and funding adjustments.
- b. If an ISA is one-sided and the termination must be made with less than a 180-day notice, the party terminating the ISA may be billed by the other affected parties for reimbursement of unavoidable termination or re-procurement expenses. If there is no adverse effect on either party, both parties sign the ISA on the DD Form 1144, block 10, to complete the termination.

#### 12. Disputes

Commanders will contact HQ USMEPCOM, J-8/MRM-AD-LB, for assistance with unresolvable differences in the negotiation process for ISAs.

#### 13. Medical base operations support for the MEPS

- a. Medical supply and maintenance support for MEPS is provided by activities under the U.S. Army Medical Command (USMEDCOM). An MOU between USMEDCOM and HQ USMEPCOM provides for this support.
  - b. Other DOD medical support services.
- (1) USMEDCOM activities are responsible for providing supplies and maintenance services to MEPSs located within their geographical area. Medical supplies will be provided on a reimbursable basis; medical equipment maintenance will be provided on a nonreimbursable basis.
- (2) In cases where the proximity of a non-Army medical activity indicates that medical equipment maintenance and material support could be more economically and expeditiously obtained from the non-Army medical facility, the MEPS commander will coordinate with the supporting USMEDCOM activity for possible ISA coordination. In this case, the ISA will be between the corresponding USMEDCOM and the non-Army medical activity. Reimbursement for medical maintenance will be provided by the responsible USMEDCOM activity.

## 14. Management control evaluation checklist

Commanders may use the management control evaluation checklist (app. D) as directed by the USMEPCOM Internal Control Administrator. Commanders should use the checklists to assess their ISA program. Evaluations will be documented on DA Form 11-2-R (Management Control Evaluation Certification Statement) (see sample in fig. D-1). For additional information on management controls, see USMEPCOM Reg 11-4 (Management Control).

Appendix A References

**Section I** (The publications needed to comply with this regulation.)

Required Publications

## AR 5-9

Area Support Responsibilities. Cited in paragraph 5a. (http://www.apd.army.mil/pdffiles/r5\_9.pdf)

#### AR 37-49

Budgeting, Funding, and Reimbursement for Base Operations Support of Army Activities. Cited in paragraph 7b(1).

(http://www.apd.army.mil/pdffiles/r37\_49.pdf)

#### **DODI 4000.19**

Interservice and Intragovernmental Support. Cited in paragraph 5a. (<a href="http://www.dtic.mil/whs/directives/corres/html/400019.htm">http://www.dtic.mil/whs/directives/corres/html/400019.htm</a>)

Department of the Army Support Agreement Handbook1. Cited in paragraph 5c.

(http://www.hqda.army.mil/acsimweb/sams.htm)

**Section II** (These publications are a source of additional information. Users may read them to better **Related Publications** understand the subject, but do not have to read them to comply with this regulation.)

None

**Section III** (Publications prescribed by this regulation.)

**Prescribed Publications** 

None

**Section IV** (The forms needed to comply with this regulation.)

Required Forms

#### DD Form 448

Military Interdepartmental Purchase Request. Cited in paragraph 4b(5).

(http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage104.html)

## **DD Form 1144**

Support Agreement. Cited in paragraph 5a.

(http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage325.html)

**Section V** (The forms prescribed by this regulation.)

**Prescribed Forms** 

None

**Section VI** (The record numbers this regulation prescribes for the user to file specific documents.) **Required Record Number**(s)

## 5-b3

Agreements. Cited in paragraph 4a(8).

**Disposition:** KE1. Event is after supersession, cancellation, or termination of the understanding or agreement. Keep in CFA until event occurs, then destroy 1 year after the event.

## Appendix B Sample DD Form 1144 with Support Documents (Annexes)

1. AGREEMENT NUMBER	2. SUPERS	EDED AGREEMENT NO.	3. EFFECTIVE DATE (YYYYMMDD)	4. EXPIR	ATION DATE
(Provided by Supplier)		laces another agreement)		(May be	e "Indefinite")
W15A9X-98233-806	W15	9AX-97213-806	20060331		Indefinite
5. SUPPLYING ACTIVITY			6. RECEIVING ACTIVITY		
a. NAME AND ADDRESS			a. NAME AND ADDRESS		
HQ US Army Fort Dix			Commander		
ATTN: AFRC-FA-RMM-J		Military Entrance Processing Station			
Fort Dix, NJ 08640-5251		495 Summer Street Boston, MA 02210HQ USMEPCOM			
			Boston, MA 02210HQ USMEPC	JOM	
b. MAJOR COMMAND			b. MAJOR COMMAND		
USARC			W52BKS		
7. SUPPORT PROVIDED BY SUPPL	JER				
s. SUPPORT (Specify what, when, whe	ere, and how m	uch)	b. BASIS FOR REIMBURSEMENT	c. ESTIMA	TED REIMBURSEMENT
(A2) DDW C U			Par Amery II	Total	uded within (D15)
(A3) DPW Common Use			Per Annex II		uded within (B15)
(A6) Fire Protection				Included within (B15) Non-reimbursable	
(A9) Police Service			,,	1	NYDE Charges for
(B9) Custodial Services (B14) Facilities & Real Prope	ertv				Services \$163,391
(B15) Facility Maintenance	ity			10 00 00	uded within (B15)
(B29) Refuse Collection & D	isposal Serv	ices		1	\$1,000
(B30) Resource Management		ices	"	Inclu	aded within (B15)
(B33) Utilities Services				111011	(210)
ADDITIONAL SUPPORT REQUIREMEN	NTS ATTACHE	D: X YES	NO COMPONENT		
B. SUPPLYING COMPONENT	NTS ATTACHE		9. RECEIVING COMPONENT		b. DATE SIGNED
B. SUPPLYING COMPONENT    COMPTROLLER SIGNATURE	NTS ATTACHE	D: YES  b. DATE SIGNED  3/30/06		RM	b. DATE SIGNED 3/31/06
B. SUPPLYING COMPONENT B. COMPTROLLER SIGNATURE S/S/ Jane D. Smith	NTS ATTACHE	b. DATE SIGNED	9. RECEIVING COMPONENT a. COMPTROLLER SIGNATURE	RM	A - 1500000000
B. SUPPLYING COMPONENT D. COMPTROLLER SIGNATURE S. Jane D. Smith C. APPROVING AUTHORITY (1) TYPED NAME		b. DATE SIGNED	9. RECEIVING COMPONENT a. COMPTROLLER SIGNATURE /s/ John P. Doe Director, J-8/Mi c. APPROVING AUTHORITY (1) TYPED NAME	RM	A - 1500000000
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B. SUPPLYING COMPONENT  a. COMPTROLLER SIGNATURE  /s/ Jane D. Smith  c. APPROVING AUTHORITY  (1) TYPED NAME  Robert T. Anderson, USN, LCI  (2) ORGANIZATION  Milwaukee Military Entrance P  Station  (4) SIGNATURE  /s/ Robert T. Anderson	DR Processing	b. DATE SIGNED   3/30/06     (3) TELEPHONE NUMBER (555)555-5577   (5) DATE SIGNED   3/30/06	9. RECEIVING COMPONENT a. COMPTROLLER SIGNATURE /s/ John P. Doe Director, J-8/MI c. APPROVING AUTHORITY (1) TYPED NAME John P. Fletcher, USN,CDR (2) ORGANIZATION Boston Military Entrance Proce Station (4) SIGNATURE /s/ John P. Fletcher		(3) TELEPHONE NUMBI (555)555-5555 (5) DATE SIGNE
B. SUPPLYING COMPONENT D. COMPTROLLER SIGNATURE S. Jane D. Smith D. APPROVING AUTHORITY D. TYPED NAME ROBERT T. Anderson, USN, LCI D. ORGANIZATION Milwaukee Military Entrance P Station (4) SIGNATURE	DR Processing	b. DATE SIGNED   3/30/06     (3) TELEPHONE NUMBER (555)555-5577   (5) DATE SIGNED   3/30/06	9. RECEIVING COMPONENT a. COMPTROLLER SIGNATURE /s/ John P. Doe Director, J-8/MI c. APPROVING AUTHORITY (1) TYPED NAME John P. Fletcher, USN,CDR (2) ORGANIZATION Boston Military Entrance Proce Station (4) SIGNATURE /s/ John P. Fletcher	essing	(3) TELEPHONE NUMBI (555)555-5555 (5) DATE SIGNE

<ol> <li>GENERAL PROVISIONS (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.)</li> </ol>					
a. The receiving components will provide the supplying component projections of requested support. (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.)					
b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of					
prior to changing or cancelling support.  c. The component providing reimbursable support in this agreement will submit statements of costs to:					
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. g. The document consists of a DD Form 11-44 and 2 Annexes.					
Annex I (General Provisions) Annex II (Specific Provisions)					
h. Distribution:					
External: Commander Headquarters, U.S. Military Entrance Processing Command  Military Entrance Processing Station 2834 Green Bay Road					
495 Summer Street North Chicago, IL 60064-3094 Boston, MA 02210					
Internal: RDPW RDPW, Budget DRM DRM, Budget (5 copies) DOD Police Henry Stanley, Bames Building, Boston					
ADDITIONAL GENERAL PROVISIONS ATTACHED: X YES NO					
12. SPECIFIC PROVISIONS (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.)					
ADDITIONAL SPECIFIC PROVISIONS ATTACHED: X YES NO  DD FORM 1144, NOV 2001  Page 2 of 3 Pages					

**Note**: No sample entry for page 3 of this form. Page 3 is a continuation of number 12.

## ANNEX I GENERAL PROVISIONS

## Support Agreement Number W15A9X-98233-806 Military Entrance Processing Station

## 1. PURPOSE OF THIS INTERSERVICE SUPPORT AGREEMENT:

This agreement describes base operations/real property maintenance account (BASOPS/RPMA), supply/services and maintenance support provided by the United States Army Fort Dix (Supplier) to the Military Entrance Processing Station (MEPS) (Receiver). Specific provisions of support are in annex II.

## 2. AUTHORITY FOR THIS AGREEMENT:

The authority for the provision outlined in the agreement is described by the following regulations:

- DODI 4000.19
- AR 5-8
- AR 5-9
- DFAS 37-1
- AR 37-49
- DFAS 37-100-xx
- AR 405-70
- AR 405-80
- Ft Dix Reg 210-8
- Army Reimbursable Policy

#### 3. RESPONSIBILITIES OF ALL PARTICIPANTS:

- a. Supplier: The Supplier agrees to provide all services, supplies, utilities, facilities, contracts and assistance as outlined in this agreement.
- b. Receiver: The Receiver agrees to follow the Supplier's rules and regulations that apply to the services provided. This not only applies to the services provided, but also to any financial arrangement that must be made to receive the services.
- c. As the Supplier is currently prohibited from collecting fees to put in escrow for capital repairs (i.e., roof replacement, major structural, change, etc.) the Receiver agrees to fund, on a prorated share, for any of those type capital outlays and the Supplier will endeavor to provide the maximum offsets to ISA costs as allowed by regulations. The Supplier will endeavor to move the Tenant to another suitable location under Fort Dix's control, in event of a structural failure of a facility. The Receiver understands that if the facility fails (becomes uninhabitable), the Receiver must fund the repairs or move off the installation. (Does not apply to Army units.)

## d. Definitions

Capital repairs: Those repairs to a facility that substantially increase the usable life of a facility (i.e., replace the entire roof that has failed; replace all the windows in a facility; gut and rebuild the entire inside of a facility to meet new mission requirements; or replace the electrical, plumbing, or HVAC system).

Maintenance and Repairs (M & R): Those repairs to a facility that maintain the usability of a facility through its programmed life cycle (i.e., replace worn-out, consumed, or broken (fair wear and tear) components of systems). Examples of this are: patching roof leaks, replacing light fixtures, repairing plumbing leaks, replacing toilets, repairing windows, installing new electric outlets, spot painting, and replacing ceiling tiles.

Those M & R functions which can be done by the tenants and (i.e., change light bulbs, faucet repair, replace switch plates, filter changing, etc.) are considered self-help repairs.

## 4. REVIEW PROCEDURES:

- a. An annual review of this agreement will be accomplished to review all costs currently charged and to project new estimates for the next year.
- b. Any provision of this agreement can be reviewed and changed based upon the mutual agreement of both the Supplier and the Receiver. Any requests for review by one party must be forwarded to the other party, in writing, at least 60 days prior to the effective date of each change. When possible, ISA modifications and terminations should be made bilaterally and with sufficient advance notification to permit appropriate funding adjustments to be made during the budget formulation process. If an ISA must be unilaterally terminated or suspended with less than a 180-day notice to the other parties, the terminating party may be billed by the non-terminating parities for reimbursement of the unavoidable termination and re-procurement expenses incurred during the 180-day period following notification.
- c. Mobilization: Mobilization requirements and/or emergency requirements placed upon either the Supplier or Receiver will require a review of this agreement to determine whether revision, amendment, or termination is necessary.

## 5. BILLING PROCEDURES, ADDRESS, FORMAT RESPONSIBILITIES:

- a. On or about 1 October of each fiscal year and/or quarterly thereafter, the receiving activity will forward a DD Form 448 (Military Interdepartmental Purchase Request (MIPR)), and/or equivalent form, to the address listed in paragraph 5e, authorizing reimbursable service charges to the Receiver's (RA) appropriation up to the amount reflected thereon. Non-DOD customers may submit their normal Purchase Order form or letterhead in lieu of the DD Form 448. Quarterly reminders will not be mailed to the customer. The customer will forward funds equal to one quarter of the reimbursable dollars on the most current ISA.
  - b. All MIPRs or purchase orders must include the following information;
- Categories of Support
- Dollars Obligated
- ISA Number
- Billing Office Address
- Accounting Classification/Account Number
- Period Funds are available

c. The Directorate of Resource Management Budget Office Program Manager is responsible for coordinating all reimbursement actions for their respective areas with the Receiver. Actual costs that exceed the initial reimbursable order for any fiscal year will require follow-up action to obtain a modification. Follow-up actions will be initiated with customer by the following offices for each of the cost categories as follows:

(1) BASOPS: DRM Phone (609) 562-4030

Fort Dix DSN 944-4030 ATTN: AFRC-FA-RMB-O Fax 944-3830

Fort Dix. NJ 08640

(2) RPMA: RRDPW Phone (609) 562-5296/4441

Fort Dix DSN 944-2596/4441

ATTN: AFRC-FA-EHP-B Fax 944-4354

Fort Dix, NJ 08640

d. All reimbursable orders to the Supplier will be mailed to the following address:

Director of Resource Management

ATTN: AFRC-FA-RM Fort Dix, NJ 08640

e. Costs shown on the DD Form 1144 are estimated cost only. The Receiver will be charged for the actual cost of services received or metered; or the costs, based on estimated amounts, as agreed to by the Receiver and the Supplier and listed in annex II of this agreement.

## 6. INTERSERVICE SUPPORT AGREEMENT POINTS OF CONTACT:

- a. Supplier: Neen Raspa, Support Agreement Manager, phone (609) 562-5432.
- b. Receiver:

## 7. EFFECTIVE REIMBURSEMENT DATE:

- a. This ISA will be effective as of 1 October 1998.
- b. The Receiver will sign a memorandum of understanding (MOU) for Sale of Utilities Services (DA Form 2100-R) within 90 days of occupying facilities. The MOU takes precedence over any estimated costs provided in this support agreement concerning the cost of utilities. If during the life of this contract there should be an appreciable change in the applicable local prevailing rates or in the cost to the Government, the contract rates set forth herein will be adjusted as required to conform therewith the Government agrees to furnish, subject to the conditions set forth herein, and the Purchaser agrees to take and pay for such service at the adjusted rates from and after the date when such adjusted rates are made effective. The rates and charges applicable to the service or services contemplated herein will be renewed annually, or more often if necessary, in compliance with the above requirements.

- c. Unless otherwise agreed upon, all reimbursable assessments in effect at the beginning of the fiscal year remain effective throughout that year. New estimates may be placed into effect in the following year. The fiscal year runs from 1 October through 30 September.
- d. Customers should budget for an annual increase of 3% for specific categories of support relating to labor charges.

## 8. RECEIVER INFORMATION:

Name: Military Entrance Processing Station

DODAAC: W13G9C UIC: PCW17ZAA

Fund Code:

Ship and Bill to address: Military Entrance Processing Station 495 Summer Street Boston, MA 02210-2109

## 9. ENVIRONMENTAL:

- a. The MEPS acknowledges that it has reviewed and evaluated the Environmental Assessment of the Barnes Building Sump Room, it accepts the physical condition and current level of environmental hazards on the property as disclosed in the report, and deems the property safe for its intended use.
- b. The MEPS acknowledges that all pesticides must be applied by the RDPW, Fort Dix, due to environmental restrictions.
- c. The MEPS acknowledges that all refuse collection and disposal, recycling operations, and hazardous waste disposal must be conducted by the RRDPW, Fort Dix. Fort Dix will provide these services through in-house or contract operations and act as the executive agent for compliance with federal, state, and county waste/environmental management plans.
- d. The MEPS (Tenant Activity) shall hold harmless and indemnify the United States (Fort Dix) from and against all claims; demands; losses; damages; liens; liabilities; injuries; deaths; penalties; fines; lawsuits and other proceedings; judgments; awards, costs, and expenses arising out of, or in any manner predicated upon, the presence, release, or threatened release of any hazardous substance, pollutant, or contaminant resulting from the activities of the MEPS.
- e. Fort Dix (supplying Activity) shall be permitted to enter any facility on the premises being operated or occupied by the receiving Activity at any time and for any purpose necessary or convenient in connection with government purposes, to include making inspections for purposes of determining compliance (or non-compliance) with environmental laws and regulations. The time, place, and level of said inspections rest solely within the discretion of the installation commander, or his or her duly authorized representative.

## ANNEX II SPECIFIC PROVISIONS

## Support Agreement Number W15A9X-98233-806 Military Entrance Processing Station

## (A3) DPW Common Use Facility Operations, Maintenance, Repair and Construction

## **SUPPLIER WILL:**

Provide snow and ice removal from steps and sidewalks of RA facilities. Provide for maintenance of parking lots and sidewalks.

#### **RECEIVER WILL:**

Comply with SA Policies and Plans for Snow operations.

Reimburse SA for services.

Estimated Annual Cost = Covered under Category of Support (B15) Facility Maintenance

#### (A6) Fire Protection

#### **SUPPLIER WILL:**

Provide all normal services related to fire fighting operations. Establish and conduct training programs. Plan and substantiate facilities, equipment, tools, supplies, and manning for fire protection organization. Prepare incident reports. Accomplish fire prevention assessments, plans, and engineering reviews and inspections. Provide inspection and recharging of fire extinguisher; routine maintenance, testing, and maintenance of fire suppression systems as required.

#### **RECEIVER WILL:**

Comply with SA fire protection directives.

Estimated Annual Cost = Covered under Category of Support (B15) Facility Maintenance

## (A9) Police Services

A9.1 Police Services

#### **SUPPLIER WILL:**

Provide 24-hour interior security services to control access/egress of the building, patrolling of interior area, response to emergency situations and incidents, and exterior patrolling of employee parking area, Monday through Friday, 0600-1800.

#### **RECEIVER WILL:**

Reimburse supplier for services received for percentage of contract costs.

Estimated Annual Cost = **Non-reimbursable** 

#### (B9) Custodial Services

#### **SUPPLIER WILL:**

Provide custodial services for RA assigned facilities, as requested.

#### **RECEIVER WILL:**

Coordinate and request specific custodial services through on site facility manager. Reimburse SA for services.

Estimated Annual Cost = Covered under Category of Support (B15) Facility Maintenance

## (B14) Facilities and Real Property

## **B14.1 Real Estate**

#### **SUPPLIER WILL:**

Provide use of 35,910 square feet of office space.

## **RECEIVER WILL:**

Comply with the terms of DA Real Estate instrument. Comply with Department of Public Works (DPW) policies and procedures for use of real property. Reimburse the New York District Corps of Engineers for any administrative fees associated with the real estate instrument.

Estimated Annual Cost = **NYDE Charge for Services** 

## (B15) Facility Maintenance

#### **B15.1 RPMA**

#### SUPPLIER WILL:

Provide maintenance and repair services.

#### **RECEIVER WILL:**

Maintain real property in a high state of repair, notifying the SA of discrepancies between periodic inspections and cyclical maintenance. Reimburse SA for total nonrecurring RPMA costs for job orders that are for support of RA mission-unique requirements. The RA will provide 25% of the annual estimated cost to the DPW at the beginning of each fiscal year. After being billed for each quarter cost, the RA will deposit enough funds into the account to restore it to 25% of the annual estimate. At the beginning of the fourth quarter, the RA will contact the SA and mutually agree on the amount of funds required for the remainder of the fiscal year.

Estimated Annual Cost = \$163,391 Unit Cost x Square Footage \$4.55 x 35,910 RA will coordinate facility shutdown as required.

## **B15.2 Pesticides**

## **SUPPLIER WILL:**

Provide abatement and control against insects, rodents, weeds, fungi, etc., including but not limited to routine treatment of grounds, buildings, and equipment.

#### **RECEIVER WILL:**

Comply with housekeeping and cleanliness requirements to insure abatement and control measures. Reimburse SA for services.

Estimated Annual Cost = Covered under Category of Support (B15) Facility Maintenance

## (B29) Refuse Collection and Disposal Services

#### **B29.1 Refuse Contract**

#### **SUPPLIER WILL:**

DPW will provide refuse collection and disposal services for RA facilities.

## **RECEIVER WILL:**

Comply with SA directives for trash and garbage separation. Reimburse SA at the agreed upon price for refuse services.

Estimated Annual Cost = Covered under Category of Support (B15) Facility Maintenance

## (B30) Resource Management

#### **B30.2 DRIS**

## **SUPPLIER WILL:**

Administer the Defense Regional Interservice Support (DRIS) program for the installation, DOD, and participating non-DOD agencies. Coordinates the installation DRIS Program (DODI 4000.19), actions related to Intraservice Support (AR 5-9), and installation-supported activity relationships (AR 5-8) including development and maintenance of all support agreement (DD Form 1144) for the installation.

#### **RECEIVER WILL:**

Reimburse SA for all utilities services received at currently established rates.

Reimburse the SA for all utility distribution systems maintenance costs and the costs associated with the department of Energy management program.

Estimated Annual Cost = Covered under Category of Support (B15) Facility Maintenance II-3

## Appendix C Sample Memorandum of Agreement

(Agency letterhead)

(Seal)

## MEMORANDUM OF AGREEMENT BETWEEN

HEADQUARTERS, UNITED STATES MILITARY ENTRANCE PROCESSING COMMAND AND NAVAL RESERVE RECRUITING COMMAND DETACHMENT TWO

SUBJECT: Memorandum of Agreement for Message Traffic Services

- **1. Purpose.** This memorandum of agreement (MOA) establishes an interagency agreement between HQ USMEPCOM and the client under the authority of DOD Instruction 400.19, Interservice, Interdepartmental, and Interagency Support.
- **2. Scope.** This agreement is limited to the use of the HQ USMEPCOM GateGuard system in support of the client message traffic. It is effective upon the date of execution by HQ USMEPCOM and the client. It will be reviewed on an annual basis and updated as necessary to reflect changes in the client's commitment, policies/procedures, and OPNAVINST 2300.42d messaging services.
- **3. HQ USMEPCOM Responsibility.** HQ USMEPCOM mailroom personnel will handle the GateGuard transmission support for the client. Mailroom personnel will send a revised message to Naval Computer and Telecommunications Station (NAVCOMTELSTA), Newport, RI, via Naval Telecommunications Center Great Lakes (NTCC Great Lakes) for approval.
- **4. Client Responsibility.** NAVRESCRUITCOM DET TWO will provide a list of types of messages received and additional plain language address (PLA) titles, if any (GateGuard system lists requirements) to HQ USMEPCOM mailroom personnel. NAVRESCRUITCOM DET TWO must provide authorization list for pick-up of message traffic to HQ USMEPCOM mailroom personnel.
- **5.** Costs, Funding, and Equipment Requirements. There is no additional financial, labor, or equipment requirements for this memorandum of understanding.
- **6.** Effective Date and Cancellation. This MOU as negotiated, will be effective upon signatures of parties involved. It will remain in effect until changed or revised by mutual consent provided such changes are accomplished as written amendments thereto. This agreement may be canceled on 30 calendar days written notice by either party.

/Signed/	/Signed/
Jane B. Doe	John A. Doe
Officer in Charge	Deputy Commander/Chief of Staff
Naval Reserve Recruiting Command, Detachment Two	HQ USMEPCOM
March 31, 2006	March 31, 2006

## Appendix D

## Management Control Evaluation Checklist – Interservice and Intragovernmental Support

#### **D-1. Function**

The function of this checklist is to help ensure adequate base operations support for the military entrance processing stations (MEPSs).

## D-2. Purpose

The purpose of this checklist is to assist commanders and assessable MEPS managers in evaluating the key management controls listed below. It is not intended to cover all controls.

#### **D-3. Instructions**

Answers must be based on the actual testing of key management controls (e.g., document analysis, direct observation, sampling, simulation). Answers that indicate deficiencies must be explained and corrective actions confirmed in supporting documentation. This evaluation must be conducted at least once every 2 years. Certification of the evaluation is documented on DA Form 11-2-R (Management Control Evaluation Certification Statement).

#### **D-4.** Test questions

- a. Internal controls.
- (1) Is there a staff functional manager appointed at the MEPS to administer the base operations support program?
- (2) Is base operations support obtained through intra/interservice and intragovernmental support agreements as the most economical alternative to increase the effectiveness of the unit?
  - (3) Are the following references on-hand or made available on the Internet?

DOD Instruction 4000.19 (Interservice and Intragovernmental Support)

AR 5-9 (Area Support Responsibilities)

AR 37-49 (Budgeting, Funding, and Reimbursement for Base Operations Support of Army Activities) USMEPCOM Regulation 5-2, (Interservice and Intragovernmental Support (ISA))

- (4) Does the USMEPCOM activity maintain a functional file system for ISAs according to AR 25-400-2 (The Army Records Information Management System) (ARIMS)).
- (5) Are ISAs (i.e., DD Forms 1144 (Support Agreement), memorandums of agreement and memorandums of understanding) current and on-hand under record number 5-b3.
- (6) Do the listed internal controls provide reasonable assurance that Army resources are adequately safeguarded?
  - b. Information resources.
- (1) Is the USMEPCOM activity reviewing or renewing agreements when changing conditions require major revisions to the agreement?
- (2) Are the proposed reimbursements based on allowable costs consistent with the intent of the Army reimbursable policy?

- (3) Is the USMEPCOM activity annually reviewing agreements with reimbursable costs to ensure accuracy of estimated charges according to the budget development process?
- (4) In the case of changing conditions or increases in reimbursable costs, is sufficient lead-time given (normally 180 days) to allow for adjustments to budgeted funding?
- (5) Is the standard level of services for base operations support under the agreement meeting the needs of the USMEPCOM activity?
- (6) Is funding made available or budgeted for if above-standard level of services for base operations support are needed or requested?
- (7) Is the USMEPCOM activity or base operations support provider allowing sufficient lead-time (normally 180 days) when an agreement must be terminated?

#### c. Assistance.

- (1) Is HQ USMEPCOM assisting in the procedure to negotiate, process, and manage support agreements?
  - (2) Are request for assistance analyzed to identify any systemic issues or trends?

## **D-5. Supersession**

This checklist replaces the checklist for interservice support agreements previously published in USMEPCOM Regulation 5-2 (Intraservice/Interservice Support Agreement Program), 13 June 2001.

## **D-6.** Comments

Users may submit comments to HQ USMEPCOM, ATTN: J-8/MRM-LO-S, 2834 Green Bay Road, North Chicago, IL 60064-3094.

## D-7. Use of DA Form 11-2-R (Management Control Evaluation Certification Statement)

DA Form 11-2-R is designed to document any management control evaluation. Certification that a management control evaluation has been conducted will be documented on this form by the MEPS. Fill in the appropriate blocks, as needed. The assessable unit is the MEPS section or topic reviewed. The methodology used to conduct an evaluation could be the management control evaluation checklist (an appendix in the prescribing regulation) or whatever method used to review the area listed in block 3 of DA Form 11-2-R. Block 6 lists who completed the evaluation and when it was conducted. Block 7 is self-explanatory. Block 8 is completed by the person in charge of the area being evaluated.

## Glossary

Section I Abbreviations

#### AR

Army regulation

#### DA

Department of the Army

#### DOD

Department of Defense

#### DODI

Department of Defense Instruction

## **HQ USMEPCOM**

Headquarters, United States Military Entrance Processing Command

#### ISA

Interservice Support Agreement

## **MEPS**

military entrance processing station

## MOA

memorandum of agreement

## MOU

memorandum of understanding

#### **OMA**

Operating and Maintenance, Army

## **USMEDCOM**

United States Army Medical Command

#### **USMEPCOM**

United States Military Entrance Processing Command

#### Section II

**Terms** 

## base operations support

Refers to support services involved with operating and maintaining DOD installations and supporting tenants and off-post customers. Term comprising base operations, family programs, environmental, audio-visual, base communications, and real property maintenance.

## basis for reimbursement

A dollar value for a defined unit of service. Calculation is used to determine the basis for reimbursement.

#### incremental direct cost

The cost of resources directly consumed by an individual activity that would not have been consumed if the actions were not performed. A cost that is specifically identified with a single cost object.

## intragovernmental support

Support agreements with non-Department of Defense Federal activities when funding is available to pay for this support is in the best interest of the Government and the support cannot be provided as conveniently or cheaply by a commercial enterprise, and it does not conflict with any other agency's authority.

#### interservice support

Support provided by one Department of Defense (DOD) activity to a DOD activity of another military service.

#### interservice support agreement (ISA)

An agreement to provide recurring support to another DOD or non-DOD federal activity. Support agreements are documented on DD Form 1144 (Support Agreement). Support agreements define the support to be provided by one supplier to one or more receivers; specify the basis for calculating reimbursement charges, if any, for each service; establish the billing and reimbursement process; and specify other terms and conditions of the agreement.

## memorandum of agreement (MOA)

Memorandums of agreement (MOAs) define general areas of conditional agreement between two or more parties—what one party does depends on what the other party does (e.g., one party agrees to provide support if the other party provides the materials). MOAs that establish responsibilities for providing recurring reimbursable support should be supplemented with support agreements that define the support, basis for reimbursement for each category of support, the billing and payment process, and other terms and conditions of the agreement.

## memorandum of understanding (MOU)

Memorandums of understanding (MOUs) define general areas of understanding between two or more parties—explains what each party plans to do; however, what each party does is not dependent on what the other party does (e.g., does not require reimbursement or other support from receiver).

### off-post customer

An organizational element authorized support, but located outside the real property boundaries of the installation. Outside property boundaries are facilities located off-post, away from the installation.

#### **Operating and Maintenance, Army Funds**

Operating and Maintenance, Army, funds arrange for a host or installation to provide base operations support to tenants and off-post customers without reimbursement when both are financed by the same appropriation.

#### tenant

An activity or unit located within the assigned real property boundaries of an installation that is dependent on the installation for all or a portion of its base operations support requirements.

#### provider/supplier

An installation or activity that has management control over facilities and provides facilities, materiel, or base operations support services to another activity or unit.

## support agreement manager

The person at each DOD activity who is responsible for preparing and administering ISAs and related memorandums of agreement and memorandums of understanding. Preparing agreements includes collecting information needed to draft agreements from appropriate sources and facilitating related negotiations, coordination, approvals, and implementation. Administering agreements includes maintaining a record of active agreements and ensuring their continued accuracy, and facilitating agreement on modifications and terminations when appropriate.