

U.S. Department of Energy
Washington, D.C.

NOTICE

DOE N 481.1A

Approved: 4-21-03
Expires: 4-21-04

SUBJECT: REIMBURSABLE WORK FOR DEPARTMENT OF HOMELAND SECURITY

1. OBJECTIVE. To authorize a modified process for the acceptance, performance, and administration of work from the Department of Homeland Security (DHS) by Department of Energy (DOE) contractor and federally operated laboratories, sites, and other facilities.
2. CANCELLATIONS. DOE N 481.1, *Reimbursable Work for Department of Homeland Security*, dated 2-28-03 is cancelled. Cancellation of the above directive does not, by itself, modify or otherwise affect any contractual obligation to comply with the directive. Cancelled directives that are incorporated by reference in a contract remain in effect until the contract is modified to delete the reference to the requirements of the cancelled directives.
3. APPLICABILITY.
 - a. DOE Elements. This Notice applies to all DOE elements listed in Attachment 1, including the National Nuclear Security Administration.
 - b. Site/Facility Management Contracts.
 - (1) The Contractor Requirements Document (CRD), Attachment 2, sets forth requirements of this Notice that, on an interim basis, will apply to site/facility management contracts that include the CRD.
 - (2) This Notice does not automatically apply to other than site/facility management contracts. Any application of any requirements of this Notice to other than site/facility management contracts will be communicated separately from this Notice.
 - (3) Contracting officers are responsible for incorporating the CRD into site/facility management contracts via the Laws, Regulations, and DOE Directives clause of the contracts.
 - (4) As the Laws, Regulations, and DOE Directives clause of site/facility management contracts states, regardless of the performer of the work, a site/facility management contractor with the CRD incorporated into its contract is responsible for compliance with the requirements of the CRD.
 - c. Exclusions. None.

DISTRIBUTION:
All Department Elements

INITIATED BY:
Office of Management, Budget and Evaluation/CFO

4. BACKGROUND. DOE O 481.1B, *Work for Others (Non-Department of Energy Funded Work)*, dated 9-28-01, sets forth the objectives, applicability, requirements, and responsibilities for DOE Federal employees and DOE contractor personnel performing work and/or using DOE facilities to perform work that has not been directly funded by DOE appropriations for non-DOE entities. Among other things, the Order requires certain determinations be made consistent with the requirements of the Economy Act of 1932, as amended (31 U.S.C. 1535), and the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.), and their implementing regulations. The Order also provides requirements for the reimbursement of costs and payment of other charges.

The Homeland Security Act of 2002 (Act) authorizes DHS to access the capabilities of DOE's laboratories and other sites to further DHS mission objectives. In order to ensure the availability of DOE capabilities under the existing site contracts on March 1, 2003, the Secretary of Energy and the Secretary of Homeland Security entered into a Memorandum of Agreement (MOA), dated February 28, 2003. This MOA, among other things, implements provisions of the Act specifying that, notwithstanding any other law governing the administration, mission, use or operation of any DOE national laboratories or sites, DOE may accept and perform work for DHS at those laboratories and sites, consistent with the resources provided, and perform the work on an equal basis with other missions at the site and not on a non-interference basis with other missions of the site. The Act further provides that DHS will reimburse DOE for the work performed through a method under which DOE waives any requirement for DHS to pay administrative charges or personnel costs of DOE or its contractors in excess of the amount that DOE pays for work performed by its contractors. Lastly, under the Act, DHS funds are not to be expended for laboratory directed research and development unless such activities support the missions of DHS.

5. REQUIREMENTS. Work directly funded by DHS shall be accepted, performed, and administered in accordance with the terms of the MOA (Attachment 3) and document entitled "Department of Energy Reimbursable Work Procedures for the Department of Homeland Security" (Attachment 4). DOE O 481.1B does not apply to such work.
6. CONTACT. For additional information, contact Mary H. Egger, Office of General Counsel, at 202-586-5246 or A. Scott Geary, Office of Procurement and Assistance Management, at 202-586-3299.

BY ORDER OF THE SECRETARY OF ENERGY:



KYLE E. McSLARROW
Deputy Secretary

DOE ORGANIZATIONS TO WHICH DOE N 481.1A IS APPLICABLE

Office of the Secretary
Chief Information Officer
Office of Civilian Radioactive Waste Management
Office of Congressional and Intergovernmental Affairs
Office of Counterintelligence
Departmental Representative to the Defense Nuclear Facilities Safety Board
Office of Economic Impact and Diversity
Office of Energy Efficiency and Renewable Energy
Energy Information Administration
Office of Environment, Safety and Health
Office of Environmental Management
Office of Fossil Energy
Office of General Counsel
Office of Hearings and Appeals
Office of Independent Oversight and Performance Assurance
Office of the Inspector General
Office of Intelligence
Office of Management, Budget and Evaluation and Chief Financial Officer
National Nuclear Security Administration
Office of Nuclear Energy, Science and Technology
Office of Policy and International Affairs
Office of Public Affairs
Office of Science
Secretary of Energy Advisory Board
Office of Security
Office of Worker and Community Transition
Office of Energy Assurance

Bonneville Power Administration
Southeastern Power Administration
Southwestern Power Administration
Western Area Power Administration

CANCELED

CONTRACTOR REQUIREMENTS DOCUMENT

DOE N 481.1A, *Reimbursable Work for Department of Homeland Security*

This Contractor Requirements Document (CRD) establishes the requirements for Department of Energy (DOE) contractors, including National Nuclear Security Administration contractors, performing work and/or using DOE facilities to perform work directly funded by the Department of Homeland Security (DHS). Such work shall be accepted, performed, and administered by the contractor in accordance with the attached MOA and document entitled "Department of Energy Reimbursable Work Procedures for the Department of Homeland Security." DOE O 481.1B does not apply to such work.

CANCELED

**Memorandum of Agreement
Between
Department of Energy
And
Department of Homeland Security**

I. Preamble

This Memorandum of Agreement (MOA) between the Department of Energy (DOE) and the Department of Homeland Security (DHS) establishes a framework for DHS to access the capabilities of various DOE assets. It recognizes that DOE and DHS anticipate that DOE capabilities may assist DHS in executing its mission.

II. Scope and Objectives

This MOA provides broad guidance to enable DHS to gain efficient access to specific DOE capabilities. Certain provisions of this agreement may continue to be refined, resulting in amendments and appendices to this MOA.

III. Nuclear Incident Response Team Assets

This MOA delineates specific functions and responsibilities relative to the control, utilization, exercise of, and standards for Nuclear Incident Response Team (NIRT) assets. NIRT assets (with the exception of the RAP, which may continue to self-deploy under circumstances where self-deployment is currently authorized) will deploy at the direction of DHS for domestic events in connection with an actual or threatened terrorist attack, major disaster, or other emergency in the United States. These assets are:

- Accident Response Group (ARG) – DHS will assume operational control of this asset when the response is at other than a DOE or DOD facility;
- Radiological Assistance Program (RAP) – DHS will assume operational control of this asset when the response is at other than a DOE facility; in instances of self-deployment, the RAP, in addition to following existing procedures for notifying DOE, will normally notify the DHS within fifteen minutes of receiving the request for deployment;
- Aerial Measuring System (AMS) and the National Atmospheric Advisory Release Capability (NARAC) – DHS will assume operational control of these assets when the response is at other than a DOE or DOD facility;
- Federal Radiological Monitoring and Assessment Center (FRMAC) and Radiation Emergency Assistance Center/Training Site (REAC/TS) – DHS will assume operational control of these assets when their capabilities are required; and

- Nuclear Emergency Support Team (NEST) – DHS will assume operational control when the capabilities of the NEST assets are required.

The particulars of deployment and operational command of these assets, including security requirements, funding and reimbursement of costs, are set forth in the Appendix to this document.

IV. Performing work at DOE Laboratories and Sites

The Secretary of Energy will make the resources and expertise of the DOE national laboratories and other DOE sites, including production plants, available to DHS on mutually acceptable terms.

Arrangements with DHS for it to fund and conduct work at DOE national laboratories and other sites will reflect the following elements:

- DHS-funded work at a DOE national laboratory or site will be performed on an equal basis to other missions at the laboratory or site and not on a noninterference basis with other missions of such laboratory or site.
- No added administrative or personnel charges in excess of those paid by DOE will be charged for DHS work.
- DHS and DOE will mutually determine what long-term arrangements best serve the needs of both Departments with respect to DHS access to the national laboratories. In the interim, DOE will make the national laboratories available to DHS under existing DOE contracts consistent with the other terms set out in this portion of the MOA.
- DHS work performed pursuant to this interim process will be accomplished through the issuance of work assignments using the system currently in place under the respective contracts and subject to the environmental, safety, security, intelligence, and counterintelligence policies and procedures that apply to DOE work at that location, except that the DHS financial and budget resource allocation decisions associated with DHS work will not require further DOE approval. The cost charged DHS for its activities at each DOE national laboratory or site will be consistent with the cost of similar work performed for DOE at that laboratory or site.
- DHS and DOE will establish appropriate mechanisms to resolve any issues relating to the prioritization of work that might arise at the site. To the extent that DHS work is conducted under a DOE contract, the resolution of any work prioritization issues will be communicated to the contractor exclusively through a DOE Contracting Officer. This MOA shall not be construed to be inconsistent with the Contracting Officers' authority over and responsibility for the administration of the site contracts..
- For work performed under DOE contracts pursuant to this interim process, the DOE Contracting Officer for each laboratory or site's operations will provide for the particulars of conducting DHS-funded work requests consistent with these elements.

DHS and DOE may also enter into basic ordering arrangements to have multiple projects performed at a particular DOE facility. DHS may establish by agreement with DOE an appropriate DHS presence at any DOE site to direct, coordinate, and monitor the DHS work being performed at that site. Site-specific details will be established through separate implementing agreements.

V. DHS Intelligence Activities at DOE National Laboratories and Other Sites

DHS projects and programs that utilize intelligence personnel, information, technology or systems at the DOE national laboratories or sites will be conducted through the Intelligence Work-for-Others Program (IWFO), administered by the DOE Office of Intelligence.

VI. Other Areas of Agreement

Access authorization: DOE-cleared personnel transferred to DHS and continuing to require access to DOE classified information and facilities will retain their current DOE access authorizations until DHS can maintain and administer clearance for those personnel. DOE will expedite the process for DHS personnel requiring initial Q or L clearances for access to DOE classified information and facilities. Previously granted SCI clearances for DOE personnel transferred to DHS also will be retained by DOE until such time as DHS assumes responsibility for maintaining and administering those clearances. All DOE security requirements pertaining to acquiring and maintaining clearances will apply to those DHS personnel afforded access under the terms of this MOA.

Special Access Programs: All work for DHS that is to be conducted as a special access program (SAP) in any DOE laboratory, plant, site or facility must be approved by the Executive Secretary, DOE Special Access Program Oversight Committee (SAPOC) prior to initiation of work. Intelligence SAPs must be reviewed and accepted by the DOE Director, Office of Intelligence, and are not under the purview of the SAPOC.

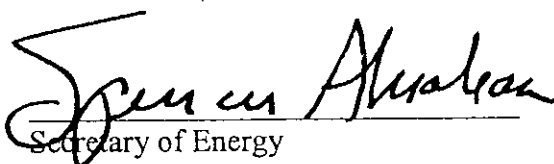
Counterintelligence: DHS will comply with the counterintelligence protections and requirements currently in place at DOE sites for any facilities at DOE sites where DHS may locate personnel pursuant to this agency agreement.

Role of the DOE Office of Independent Oversight and Performance Assurance (OA): DOE OA will provide independent oversight of all safeguards and security, cyber security for non-intelligence systems, emergency management, and environment, safety and health programs for DHS work performed at DOE facilities

Role of the DOE Office of Inspector General: All DHS work conducted at DOE facilities will be within the purview of the DOE OIG, in coordination with the DHS OIG.

VII. Termination, Modification and Sunset Review

This MOA is effective on the date of the last signature and will remain in effect until it is terminated by mutual agreement of the Parties or by either Party's providing ninety days' written notice to the other. This MOA may be modified at any time by written agreement of the Parties. Nothing in this MOA shall be interpreted to limit or otherwise affect any authorities, powers, rights, or privileges accorded to DHS or DOE or any of their officers, employees, or organizational units under any statute, rule, regulation, contract, or agreement.



Secretary of Energy

February 28, 2003

Date



Secretary of Homeland Security

Feb. 28, 2003

Date

CANCELLED

Appendix

Nuclear Incident Response Team Assets

The Nuclear Incident Response Team (NIRT) is defined in the Homeland Security Act of 2002 as: "those entities of the Department of Energy that perform nuclear or radiological emergency support functions (including accident response, search response, advisory, and technical operations functions), radiation exposure functions at the medical assistance facility known as the Radiation Emergency Assistance Center/Training Site (REAC/TS), radiological assistance functions, and related functions." This Appendix delineates specific functions and responsibilities relative to the control, utilization, exercise of, and standards for those assets. The specific assets covered are:

- the Accident Response Group (ARG);
- the Aerial Measuring System (AMS);
- the Federal Radiological Monitoring and Assessment Center (FRMAC);
- the National Atmospheric Advisory Release Capability (NARAC);
- the teams that comprise the Nuclear Emergency Support Team (NEST);
- the Radiation Emergency Assistance Center/Training Site (REAC/TS); and
- the Radiological Assistance Program (RAP).

1. Deployment and Operational Control of the DOE Radiological Emergency Response Assets

The Parties agree that the radiological emergency response assets of DOE, with the exception of RAP, will deploy at the direction of the Secretary of Homeland Security (or other DHS official as authorized by law) for domestic events in connection with an actual or threatened terrorist attack, major disaster, or other emergency in the United States (as defined in the Homeland Security Act of 2002).

While deployed or when providing assistance, the DOE radiological emergency response assets or their emergency-specific activities associated with the assistance being provided shall fall under the operational control of the Secretary of Homeland Security for the length of the deployment. Under this Appendix, the Parties agree that operational control is the authoritative direction over all aspects of nuclear/radiological operations and provides the authority to perform those functions of command and control over the response assets involving planning, deploying, assigning tasks, designating objectives, and giving authoritative direction necessary to accomplish the mission. Operational control provides full authority to the Secretary of Homeland Security, or his designee, to organize the deployed assets and/or establish assistance priorities as necessary to accomplish assigned missions. It does not, per se, include responsibility for supplies, equipment, administration, discipline, or internal organization. Nor does it apply to those activities being performed by those assets that are not related to the emergency for which they are being deployed or for which their assistance was required. All operational

functions shall be consistent with current Presidential Decision Directives and Executive Orders. All deployed assets will support the designated Lead Federal Agency and the DHS-designated On-Scene Commander. Operational control of the assets by the Secretary of Homeland Security applies only within the United States. Policies and procedures related to DOE intelligence support for these activities will be covered under a separate appendix.

Specific direction for each response asset is detailed below:

ARG – DHS will assume operational control of this asset when the response is at other than a DOE or Department of Defense (DOD) facility.

RAP - DHS will assume operational control of this asset when the response is at other than a DOE facility. Radiological assistance through the RAP teams will continue to be available to all Federal, State, local, tribal authorities, commercial entities, and private citizens, upon request. RAP teams currently have the authority to self-deploy in order to provide this assistance in the timeliest manner. This authority to self-deploy remains unchanged; however, the RAP Regional Coordinator, or his designee, in addition to following existing procedures for notification of DOE, will normally notify the Secretary for Homeland Security or his designee, within 15 minutes of receiving the request for RAP support.

AMS and NARAC – DHS will assume operational control of these assets when they deploy for a response or the emergency-specific assistance being provided (e.g., modeling, dose projections/estimates, etc.) is at or for a location other than a DOE or DOD facility.

FRMAC and REAC/TS – DHS will assume operational control of these assets when their capabilities are required, they deploy for a response, or the emergency-specific assistance being provided (e.g., medical treatment advice, decontamination guidance, etc.) is at or for a location other than a DOE or DOD facility.

NEST – DHS will assume operational control when the capabilities of the NEST assets are required. While some of the teams under the NEST provide specific, time critical support to the DOD, they remain under the operational control of DHS.

2. Liaison Between DOE and DHS

The Parties agree that during a DHS deployment of the response assets, DOE will provide a liaison officer (DOE LNO) to the DHS Secretary, or his designee, to assist with incident management. The necessity for a DOE LNO for a RAP Team deployment will be decided jointly by DHS and DOE on a case-by-case basis. The DOE LNO will have knowledge of the DOE radiological emergency response assets, their capabilities, limitations, and employment. Additionally, DOE will designate and deploy a Senior Energy Official to the emergency location to act as the single point of contact for DOE nuclear/radiological support provided to the Lead Federal Agency and On-Scene

Commander. When a Senior Energy Official is designated, that person will report to the DHS Secretary, or his designee, for the duration of the deployment.

3. Exercises and Training

The DHS Secretary, or his designee, will plan, coordinate, and conduct exercises and training with the NIRT. Exercises and training will take the form of scheduled and no-notice readiness drills and deployments of all or part of DOE radiological emergency response assets. The Parties agree that DHS will provide funding to DOE for homeland security planning, exercises, and training. The DHS Secretary, or his designee, will coordinate and de-conflict the exercise and training schedule with all appropriate agencies and departments to ensure that no DOE radiological emergency response assets are tasked concurrently by multiple departments to support non-emergency-related activities.

4. Standards

The DHS Secretary, or his designee, will establish operational and technical standards for the NIRT. The operational standards will consist of statements of desired nuclear/radiological response capabilities. The technical standards will consist of criteria that delineate specific scientific requirements for the radiological response assets. These technical requirements will be coordinated with DOE and jointly managed between DHS and DOE. DHS will be responsible for the research, development, testing, fielding and funding of any new equipment required.

5. Safety and Security

The Parties agree that safety and security are paramount concerns when the NIRT is activated and DOE radiological emergency response assets are deployed. All existing DOE safety and security requirements for the DOE radiological emergency response assets shall remain in effect.

6. Financial Considerations

The DHS Secretary, or his designee, will establish a mechanism to reimburse DOE for services and equipment stipulated elsewhere in this Appendix.

With regard to available funding for NIRT, the Parties recognize that the total enacted funding (prior to the application of offsetting reductions directed by Congress) for DOE Nuclear Weapons Incident Response activities in FY 2003 is \$83.8 million and that the President's FY 2004 budget request for these activities is \$89.7 million. The Parties acknowledge that the amount set out in the President's FY 2004 request is needed to support the entire infrastructure of the assets and is not available solely for deployments. The Secretary of Energy and Secretary of Homeland Security, or their designees, will monitor available funding throughout the fiscal year and establish benchmarks to determine if budgetary resources are sufficient to meet anticipated deployment requirements. Should the Parties determine that available resources are not sufficient,

DHS and DOE jointly will pursue any additional funding required for anticipated deployments (to include reprogramming and appropriation transfer actions, budget amendment, or a Supplemental funding request) with the Office of Management and Budget and the Congress.

The Parties agree that, in the President's FY 2005 Budget Submission, DHS will request funds for necessary DHS deployment activities for the reimbursement to DOE as required based on the principle that the Department that directs the deployment is responsible for paying for the deployment.

7. "Hotwash" Lessons-Learned Sessions

DOE will invite representatives of DHS to participate in the "hotwash" lessons-learned sessions to be conducted by DOE after each DHS deployment or exercise.

8. DOE Order Review

DOE will review each DOE Order covering NIRT assets, including the pending proposed Order to consolidate all NIRT Orders ("NIRT Consolidation Order"), and insure that the requirements of the final NIRT Consolidation Order are consistent with the DOE-DHS Memorandum of Understanding (MOU), including this Appendix. DOE will provide the relevant existing Orders and draft NIRT Consolidation Order to DHS and consult it with respect to any changes that either Party believes necessary. In the event of an inconsistency with the MOU before the inconsistency is corrected in the issuance of the final NIRT Consolidation Order, the Parties will agree on interim measures.

**ATTACHMENT 4. DEPARTMENT OF ENERGY REIMBURSABLE WORK
PROCEDURES FOR THE DEPARTMENT OF HOMELAND SECURITY**

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CANCELED

**DEPARTMENT OF ENERGY REIMBURSABLE WORK PROCEDURES
FOR THE
DEPARTMENT OF HOMELAND SECURITY**

1. INTRODUCTION.

The Homeland Security Act of 2002 (Act) authorizes the Department of Energy (DOE) network of laboratories and sites, including production plants, to be made available to assist the Department of Homeland Security (DHS) in accomplishing its mission objectives. Specifically, Section 309 of the Act provides express authority for DHS to utilize DOE capabilities on terms mutually agreeable to both Departments. On February 28, 2003, the Secretary of Energy and Secretary of Homeland Security executed a Memorandum of Agreement (MOA) that provides a framework by which this may occur on an interim basis starting March 1, 2003. On that same date, Deputy Secretary of Energy McSlarrow issued DOE Notice 481.1, *Reimbursable Work for Department of Homeland Security*, and called for the incorporation into site/facility management contracts of a modified process for the acceptance, performance, and administration of work from DHS at those facilities (Appendix A).

The purpose of this document is to provide guidance on the modified process established by the Notice and delineate for DHS and DOE the process by which DHS may place orders for reimbursable work activities to be performed at DOE laboratories and sites in accordance with the MOA. This document applies only to work that is directly initiated and funded by DHS, and programs transferred from DOE to DHS by the Act. This document does not apply to projects conducted for the private sector or other agencies, whether or not funded by DHS. The work performed for DHS at DOE laboratories and sites will be conducted at the request of DHS and performed consistent with the terms and conditions set forth in applicable DOE facility/site contracts.

This document is not intended to address intelligence and intelligence-related work activities for DHS. Section V of the MOA provides that DHS projects and programs that utilize DOE laboratory or site intelligence personnel, information, technology, or systems will be conducted through and administered by the DOE Office of Intelligence. While many of the features, including the same cost reimbursement principles, that are described in this document apply to intelligence-related work for DHS, the special nature of these activities and associated information and technologies require a slightly modified handling. For further information regarding DOE performance of intelligence work, please contact Mr. Michael C. Mazaleski at 202-586-8718.

2. DEPARTMENT OF HOMELAND SECURITY REIMBURSABLE WORK PROCESS DESCRIPTION.

The process for the submission and acceptance of a Department of Homeland Security- (DHS-) initiated nonintelligence-related reimbursable work requirements and the performance and administration of such work under a DOE laboratory or other site/facility management contract

is described below and is segmented into three steps. (See Figure 1.) The process for nonintelligence-related reimbursable work requirements at a federally operated laboratory or site (e.g., National Energy Technology Laboratory) is essentially similar. Work directly funded by DHS will be accepted, performed, and administered in accordance with this document and the MOA executed by the Secretary of Energy and the Secretary of Homeland Security, dated February 28, 2003. DOE O 481.1B, does not apply to work directly funded by DHS. DOE and DOE contractor points of contact have extensive experience in preparing documentation and obtaining approvals required to place work at DOE sites. A list of these contact points is contained in Appendix B. DHS managers will be supported throughout the process by cognizant DOE staff.

- Step 1—Proposal Development, Review, and Approval
- Step 2—Inter-Agency Agreement Incorporating Funding Terms
- Step 3—Performance of Work and Project Closeout

Step 1—Proposal Development, Review, and Approval

a. Proposal Development.

It is anticipated that prior to the initiation of Step 1, DHS, working with DOE and its contractors, will identify the DOE laboratory/site appropriate for the conduct of the work. The DOE points of contact are available to provide assistance, as necessary. Preliminary informal contacts with contractor personnel are encouraged to facilitate the process. It should be noted, however, that if DHS decides to pursue a competitive procurement for a requirement, the restriction against competing with the private sector as prescribed by the Federal Acquisition Regulation, and as otherwise stated in paragraph 4a of DOE O 481.1B, remain applicable: DOE laboratory or site contractors are prohibited from responding to a DHS Request for Proposals as offerors, team members, or subcontractors to offerors. However, DOE laboratory or site contractors are permitted to respond to a DHS general research or technical assistance request, such as a Broad Agency Announcement, or similar solicitation.

Step 1 begins with discussions between DHS and the identified DOE laboratory site, during which DHS representatives present their work requirements, and continues as the DOE facility management contractor prepares a proposal describing the agreed-to statement of work, work methodology, resources, and schedule. DHS may engage in discussions with contractor personnel directly or may enlist the direct participation of the DOE business contact identified in Appendix B and/or other DOE personnel, such as the contracting officer or technical program staff. As a result of these discussions, the DOE contractor prepares a proposal package for review by DHS and the DOE contracting officer. The proposal package serves two purposes. First, it provides DHS a formal response to its requirement that reflects the DOE contractor's understanding of the work and how it will be accomplished and the estimated resources (including cost) needed to accomplish it. Second, the proposal package provides information to the DOE contracting officer necessary to ensure that the work is within the contract scope; that

the work is consistent with contract terms and conditions, as well as applicable laws and regulations; and that any special circumstances [such as non-intelligence-related special access programs (SAPs)] are coordinated with cognizant DOE personnel. DOE laboratory or site contractors are knowledgeable about the information required to develop a complete proposal package. Unless otherwise noted in this document, contract requirements and applicable DOE approvals consistent with DOE work must be satisfied. The proposal package will typically include—

- name of sponsoring organization;
 - points of contact at DHS and the laboratory or site contractor;
 - detailed technical description of the work (including schedules, milestones, and deliverables) and reporting requirements;
 - total estimated costs developed to ensure full cost recovery, including additional cost details if requested by DHS and/or DOE (costs for the Federal administrative charge will not be assessed for directly funded DHS work and should not be included);
- C special security requirements other than those provided under the standard terms of the DOE contract such as classification guidance for classified activities;
- identification of any required National Environmental Policy Act analysis and documentation;
 - analysis of Environment, Safety and Health (ES&H) and Quality Assurance program requirements as appropriate;
 - provision for reimbursement to DOE of termination and closeout costs including, if appropriate, removal/disposition of any project-related equipment and waste;
 - need to involve other DOE facilities or sites;
- C DHS reporting and records management requirements;
- work involving human and/or animal research subjects involved;
 - description of any work to be subcontracted;
 - identification of any major construction or facility modification associated with the work to be performed;
 - need for domestic/foreign travel or interaction with nondomestic entities; and
 - any other special circumstances.

b. Proposal Review and Approval.

The contractor submits its draft proposal package for DHS and DOE review. The reviews will be conducted concurrently. DHS reviews the proposal to ensure that it is consistent with its requirements and that the work methodology and estimated costs are acceptable. The DOE contracting officer reviews the package to ensure that the proposed work to be performed is within contract scope, is otherwise consistent with applicable contract terms and conditions, and will not create unfunded burdens on DOE facilities and resources. A limited number of proposals may present circumstances that require coordination with other DOE elements. In that event, the contracting officer will ensure notification is provided to DHS and the appropriate DOE elements. The DOE contracting officer will also ensure the necessary documentation is provided to the appropriate DOE office as early in this stage as possible to maintain an expedited and concurrent review of the proposal. Examples of circumstances that may require such coordination include, but may not be limited to, a non-intelligence-related SAP, which requires approval by the Executive Secretary of DOE's Special Access Program Oversight Committee, and construction projects, which require coordination with the cognizant DOE Secretarial Officer for laboratory or site management. As provided for in the MOA between DOE and DHS, intelligence work is to be conducted through the Office of Intelligence utilizing procedures approved by the Director, Office of Intelligence.

DOE also reviews the proposal package to ensure that the estimated total cost of the proposed work is priced in accordance with DOE pricing policies and the pricing provisions applicable to DHS work. The costs charged to DHS will be consistent with the cost of similar work performed for DOE at the laboratory/site. DHS will not be required to pay administrative costs, including the DOE Federal Administrative Charge, general site safeguard and security costs, or personnel costs, in excess of the amount that DOE programs incur for their own work requirements. However, if a DHS proposal calls for safeguards and security requirements beyond that normally provided by DOE for the conduct of its own activities, DHS will be charged an amount equal those special requirements which can be directly attributable to the project. Such costs will be identified in the proposal. Any Laboratory-Directed Research and Development costs to be charged will be identified to DHS by DOE as part of the cost proposal, will be consistent with costs charged to DOE for similar activities, and will support DHS missions. An appropriate acknowledgment by DHS will be included in the proposal for DHS approval (see Appendix C).

In the event that the proposal raises issues between DOE and DHS on the prioritization of work, the DOE contracting officer, supported by DOE program personnel, will resolve such issues with the designated DHS representative. If an issue is not resolved at this level, the issue will be referred to the cognizant DOE Secretarial Officer for resolution with designated DHS representatives. We do not expect referrals of this nature to be necessary. As provided for in the DOE-DHS MOA, the resolution of any work prioritization issues under the contract will be communicated to the contractor exclusively through the DOE contracting officer.

Upon review and approval by DOE, a copy of the approved proposal or letter of approval will be provided by DOE to the DHS. DHS funding need not be transferred until after DOE approves

the proposal, and the contractor shall not initiate work until the actions in step 2 have been completed. When DOE or the DOE contractor sends the approved proposal to DHS, DHS will have the opportunity to complete its review of the proposal package and resolve any outstanding issues.

Step 2—Inter-Agency Agreement Incorporating Funding Terms

Once DHS approves the proposal, a signed DHS inter-Agency agreement incorporating funding terms (DHS may use its form) will be sent to DOE for contracting officer approval. The inter-Agency agreement must include the following and any other information deemed necessary.

- A written statement (example below) contained on or attached to the funding document stating “This agreement is entered into pursuant to the authority of Section 309 of the Homeland Security Act of 2002, Public Law 107-296 (6 U.S.C. 189).” (Note: The determinations, certification, and statement normally required by subparagraphs 4c and 4d, of DOE O 481.1B, which implement the Economy Act of 1932 and other requirements, are neither applicable to nor required for inclusion in the inter-Agency agreement).
- The name of the DHS technical program manager responsible for technical program direction.
- The signature of a DHS official authorized to approve inter-Agency agreements. (At most agencies, these documents are typically signed by a contracting officer or other official with delegated authority.)
- Billing data, such as the names and mailing addresses of the performing and the DHS accounting offices and the Agency Location Code.
- A fund citation (DHS appropriation account used to fund the work).
- Description of any statutory or other limits on the use of funds (e.g., expiration of funds).
- Full funding for work to be completed within the current fiscal year or current fiscal year funding plus first 3 months of following fiscal year if work extends over to the next fiscal year.
- Identification of any changes from the DOE approved proposal prepared in Step 1 such as—
 - reporting requirements and release of information requirements, including records/reports distribution;
 - disposition of property and equipment at completion of work; or
 - security classification requirements.

When DOE completes its review and is satisfied as to the adequacy of the information provided by DHS, the DOE contracting officer will sign the inter-Agency agreement.

The signing of the inter-Agency agreement obligates DOE to perform the work described in the proposal package. At this time, DOE notifies the DOE contractor of the acceptance of the inter-Agency funding agreement and authorizes the contractor to begin work.

Step 3—Performance of Work and Project Closeout

Step 3 begins after DOE authorizes the contractor to start work. DOE and its contractor are responsible for performing the work described in the statement of work contained in the proposal package. The contractor is also responsible for ensuring milestones and deliverables are met, reporting progress to DHS, and ensuring compliance with all DOE ES&H, financial, and other contract requirements. At DHS's election, a qualified DHS official may be designated as a contracting officer's representative (COR) in relation to the approved DHS work, recognizing that activities and direction to DOE contractors must be consistent with the COR's authority and kept within the approved proposal package statement of work and the terms and conditions of DOE's contract. Issues raised during the performance and closeout stages will be addressed by the DOE contracting officer, supported by DOE program personnel, and the DHS representative. Any unresolved issues will be referred to the cognizant DOE Secretarial Officer for resolution with designated DHS representatives.

DHS will be responsible for paying monthly invoices and assessing technical work progress, including contractor compliance with schedule and cost requirements. DOE involvement at this stage is to provide general management oversight of the activities at its facilities; ensure compliance with DOE contract, policies, and procedures; perform contract administration duties; transmit monthly invoices (whether physical or electronic) to the DHS; and resolve issues between DHS and the contractor. A project will be considered completed once the contractor provides DHS with the final agreed deliverables. When the final costs, excluding audit and related adjustments, are known, DOE or its contractor bills the DHS for the final costs. DHS will be informed if the project involves subcontract costs that will be audited and might result in later adjustments to those costs.

After the DOE contractor or DHS notifies DOE that the final deliverables have been completed and accepted, project closeout may begin. Unless DHS has a special interest in an expedited closeout process, the contractor will begin these procedures as soon as practical. After project completion, additional costs are not to be incurred by the DOE contractor for additional work, and only costs incurred to close out the project are allowable. In order to complete the project closeout, the contractor will identify any remaining unexpended funds. DOE will then provide DHS the necessary documentation to deobligate the remaining funds. The project will be officially closed out only after DHS accepts the final DOE-proposed deobligation of funds, if any. DOE funding will not be used to perform closeout activities.

DHS

Contractor

DOE

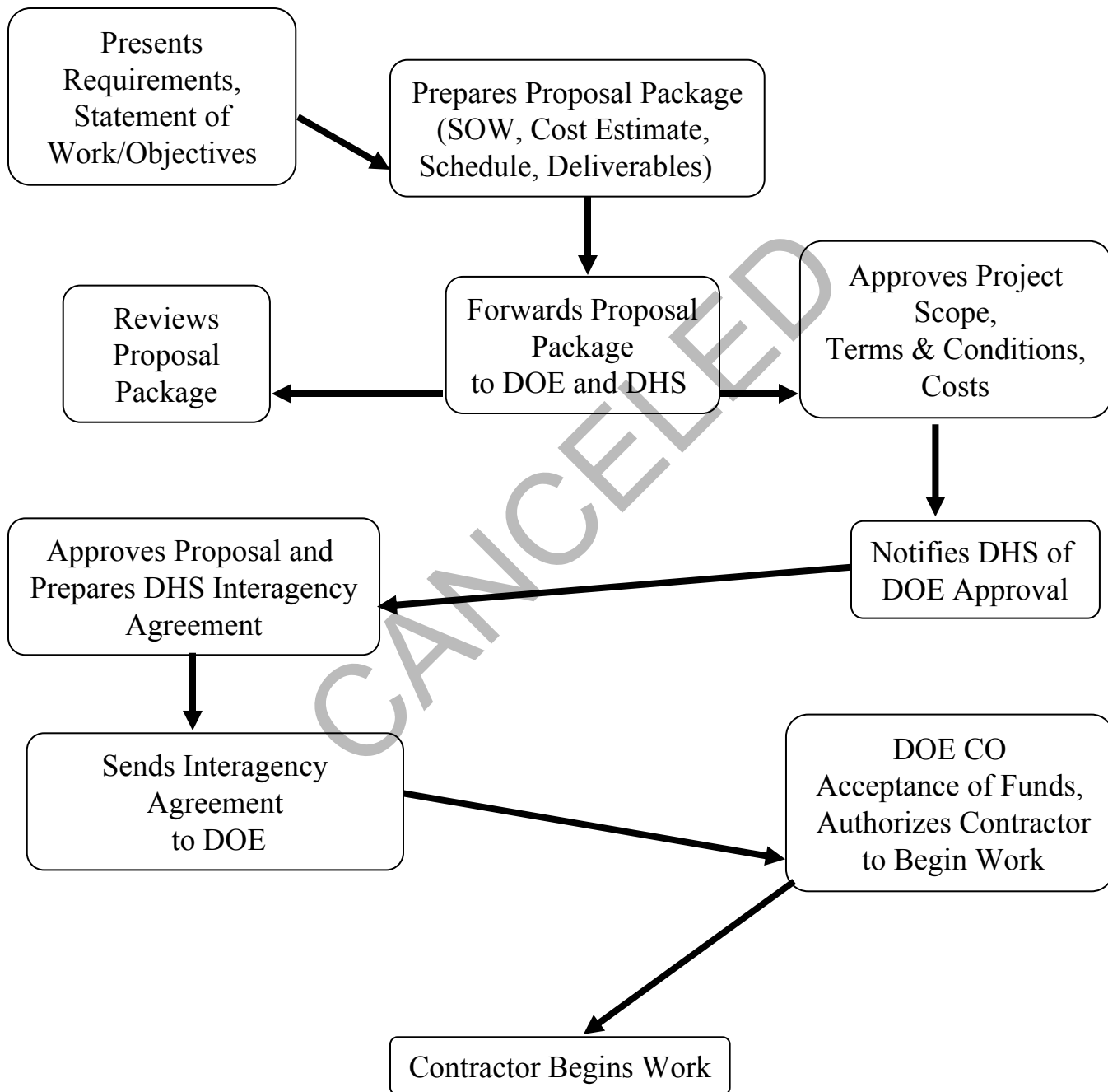


Figure 1. DOE-DHS reimbursable agreement process.

**Memorandum of Agreement
Between
Department of Energy
And
Department of Homeland Security**

I. Preamble

This Memorandum of Agreement (MOA) between the Department of Energy (DOE) and the Department of Homeland Security (DHS) establishes a framework for DHS to access the capabilities of various DOE assets. It recognizes that DOE and DHS anticipate that DOE capabilities may assist DHS in executing its mission.

II. Scope and Objectives

This MOA provides broad guidance to enable DHS to gain efficient access to specific DOE capabilities. Certain provisions of this agreement may continue to be refined, resulting in amendments and appendices to this MOA.

III. Nuclear Incident Response Team Assets

This MOA delineates specific functions and responsibilities relative to the control, utilization, exercise of, and standards for Nuclear Incident Response Team (NIRT) assets. NIRT assets (with the exception of the RAP, which may continue to self-deploy under circumstances where self-deployment is currently authorized) will deploy at the direction of DHS for domestic events in connection with an actual or threatened terrorist attack, major disaster, or other emergency in the United States. These assets are:

- Accident Response Group (ARG) – DHS will assume operational control of this asset when the response is at other than a DOE or DOD facility;
- Radiological Assistance Program (RAP) – DHS will assume operational control of this asset when the response is at other than a DOE facility; in instances of self-deployment, the RAP, in addition to following existing procedures for notifying DOE, will normally notify the DHS within fifteen minutes of receiving the request for deployment;
- Aerial Measuring System (AMS) and the National Atmospheric Advisory Release Capability (NARAC) – DHS will assume operational control of these assets when the response is at other than a DOE or DOD facility;
- Federal Radiological Monitoring and Assessment Center (FRMAC) and Radiation Emergency Assistance Center/Training Site (REAC/TS) – DHS will assume operational control of these assets when their capabilities are required; and

- Nuclear Emergency Support Team (NEST) – DHS will assume operational control when the capabilities of the NEST assets are required.

The particulars of deployment and operational command of these assets, including security requirements, funding and reimbursement of costs, are set forth in the Appendix to this document.

IV. Performing work at DOE Laboratories and Sites

The Secretary of Energy will make the resources and expertise of the DOE national laboratories and other DOE sites, including production plants, available to DHS on mutually acceptable terms.

Arrangements with DHS for it to fund and conduct work at DOE national laboratories and other sites will reflect the following elements:

- DHS-funded work at a DOE national laboratory or site will be performed on an equal basis to other missions at the laboratory or site and not on a noninterference basis with other missions of such laboratory or site.
- No added administrative or personnel charges in excess of those paid by DOE will be charged for DHS work.
- DHS and DOE will mutually determine what long-term arrangements best serve the needs of both Departments with respect to DHS access to the national laboratories. In the interim, DOE will make the national laboratories available to DHS under existing DOE contracts consistent with the other terms set out in this portion of the MOA.
- DHS work performed pursuant to this interim process will be accomplished through the issuance of work assignments using the system currently in place under the respective contracts and subject to the environmental, safety, security, intelligence, and counterintelligence policies and procedures that apply to DOE work at that location, except that the DHS financial and budget resource allocation decisions associated with DHS work will not require further DOE approval. The cost charged DHS for its activities at each DOE national laboratory or site will be consistent with the cost of similar work performed for DOE at that laboratory or site.
- DHS and DOE will establish appropriate mechanisms to resolve any issues relating to the prioritization of work that might arise at the site. To the extent that DHS work is conducted under a DOE contract, the resolution of any work prioritization issues will be communicated to the contractor exclusively through a DOE Contracting Officer. This MOA shall not be construed to be inconsistent with the Contracting Officers' authority over and responsibility for the administration of the site contracts..
- For work performed under DOE contracts pursuant to this interim process, the DOE Contracting Officer for each laboratory or site's operations will provide for the particulars of conducting DHS-funded work requests consistent with these elements.

DHS and DOE may also enter into basic ordering arrangements to have multiple projects performed at a particular DOE facility. DHS may establish by agreement with DOE an appropriate DHS presence at any DOE site to direct, coordinate, and monitor the DHS work being performed at that site. Site-specific details will be established through separate implementing agreements.

V. DHS Intelligence Activities at DOE National Laboratories and Other Sites

DHS projects and programs that utilize intelligence personnel, information, technology or systems at the DOE national laboratories or sites will be conducted through the Intelligence Work-for-Others Program (IWFO), administered by the DOE Office of Intelligence.

VI. Other Areas of Agreement

Access authorization: DOE-cleared personnel transferred to DHS and continuing to require access to DOE classified information and facilities will retain their current DOE access authorizations until DHS can maintain and administer clearance for those personnel. DOE will expedite the process for DHS personnel requiring initial Q or L clearances for access to DOE classified information and facilities. Previously granted SCI clearances for DOE personnel transferred to DHS also will be retained by DOE until such time as DHS assumes responsibility for maintaining and administering those clearances. All DOE security requirements pertaining to acquiring and maintaining clearances will apply to those DHS personnel afforded access under the terms of this MOA.

Special Access Programs: All work for DHS that is to be conducted as a special access program (SAP) in any DOE laboratory, plant, site or facility must be approved by the Executive Secretary, DOE Special Access Program Oversight Committee (SAPOC) prior to initiation of work. Intelligence SAPs must be reviewed and accepted by the DOE Director, Office of Intelligence, and are not under the purview of the SAPOC.

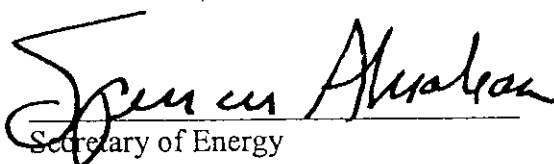
Counterintelligence: DHS will comply with the counterintelligence protections and requirements currently in place at DOE sites for any facilities at DOE sites where DHS may locate personnel pursuant to this agency agreement.

Role of the DOE Office of Independent Oversight and Performance Assurance (OA): DOE OA will provide independent oversight of all safeguards and security, cyber security for non-intelligence systems, emergency management, and environment, safety and health programs for DHS work performed at DOE facilities

Role of the DOE Office of Inspector General: All DHS work conducted at DOE facilities will be within the purview of the DOE OIG, in coordination with the DHS OIG.

VII. Termination, Modification and Sunset Review

This MOA is effective on the date of the last signature and will remain in effect until it is terminated by mutual agreement of the Parties or by either Party's providing ninety days' written notice to the other. This MOA may be modified at any time by written agreement of the Parties. Nothing in this MOA shall be interpreted to limit or otherwise affect any authorities, powers, rights, or privileges accorded to DHS or DOE or any of their officers, employees, or organizational units under any statute, rule, regulation, contract, or agreement.



Secretary of Energy

February 28, 2003

Date



Secretary of Homeland Security

Feb. 28, 2003

Date

CANCELLED

Appendix

Nuclear Incident Response Team Assets

The Nuclear Incident Response Team (NIRT) is defined in the Homeland Security Act of 2002 as: "those entities of the Department of Energy that perform nuclear or radiological emergency support functions (including accident response, search response, advisory, and technical operations functions), radiation exposure functions at the medical assistance facility known as the Radiation Emergency Assistance Center/Training Site (REAC/TS), radiological assistance functions, and related functions." This Appendix delineates specific functions and responsibilities relative to the control, utilization, exercise of, and standards for those assets. The specific assets covered are:

- the Accident Response Group (ARG);
- the Aerial Measuring System (AMS);
- the Federal Radiological Monitoring and Assessment Center (FRMAC);
- the National Atmospheric Advisory Release Capability (NARAC);
- the teams that comprise the Nuclear Emergency Support Team (NEST);
- the Radiation Emergency Assistance Center/Training Site (REAC/TS); and
- the Radiological Assistance Program (RAP).

1. Deployment and Operational Control of the DOE Radiological Emergency Response Assets

The Parties agree that the radiological emergency response assets of DOE, with the exception of RAP, will deploy at the direction of the Secretary of Homeland Security (or other DHS official as authorized by law) for domestic events in connection with an actual or threatened terrorist attack, major disaster, or other emergency in the United States (as defined in the Homeland Security Act of 2002).

While deployed or when providing assistance, the DOE radiological emergency response assets or their emergency-specific activities associated with the assistance being provided shall fall under the operational control of the Secretary of Homeland Security for the length of the deployment. Under this Appendix, the Parties agree that operational control is the authoritative direction over all aspects of nuclear/radiological operations and provides the authority to perform those functions of command and control over the response assets involving planning, deploying, assigning tasks, designating objectives, and giving authoritative direction necessary to accomplish the mission. Operational control provides full authority to the Secretary of Homeland Security, or his designee, to organize the deployed assets and/or establish assistance priorities as necessary to accomplish assigned missions. It does not, per se, include responsibility for supplies, equipment, administration, discipline, or internal organization. Nor does it apply to those activities being performed by those assets that are not related to the emergency for which they are being deployed or for which their assistance was required. All operational

functions shall be consistent with current Presidential Decision Directives and Executive Orders. All deployed assets will support the designated Lead Federal Agency and the DHS-designated On-Scene Commander. Operational control of the assets by the Secretary of Homeland Security applies only within the United States. Policies and procedures related to DOE intelligence support for these activities will be covered under a separate appendix.

Specific direction for each response asset is detailed below:

ARG – DHS will assume operational control of this asset when the response is at other than a DOE or Department of Defense (DOD) facility.

RAP - DHS will assume operational control of this asset when the response is at other than a DOE facility. Radiological assistance through the RAP teams will continue to be available to all Federal, State, local, tribal authorities, commercial entities, and private citizens, upon request. RAP teams currently have the authority to self-deploy in order to provide this assistance in the timeliest manner. This authority to self-deploy remains unchanged; however, the RAP Regional Coordinator, or his designee, in addition to following existing procedures for notification of DOE, will normally notify the Secretary for Homeland Security or his designee, within 15 minutes of receiving the request for RAP support.

AMS and NARAC – DHS will assume operational control of these assets when they deploy for a response or the emergency-specific assistance being provided (e.g., modeling, dose projections/estimates, etc.) is at or for a location other than a DOE or DOD facility.

FRMAC and REAC/TS – DHS will assume operational control of these assets when their capabilities are required, they deploy for a response, or the emergency-specific assistance being provided (e.g., medical treatment advice, decontamination guidance, etc.) is at or for a location other than a DOE or DOD facility.

NEST – DHS will assume operational control when the capabilities of the NEST assets are required. While some of the teams under the NEST provide specific, time critical support to the DOD, they remain under the operational control of DHS.

2. Liaison Between DOE and DHS

The Parties agree that during a DHS deployment of the response assets, DOE will provide a liaison officer (DOE LNO) to the DHS Secretary, or his designee, to assist with incident management. The necessity for a DOE LNO for a RAP Team deployment will be decided jointly by DHS and DOE on a case-by-case basis. The DOE LNO will have knowledge of the DOE radiological emergency response assets, their capabilities, limitations, and employment. Additionally, DOE will designate and deploy a Senior Energy Official to the emergency location to act as the single point of contact for DOE nuclear/radiological support provided to the Lead Federal Agency and On-Scene

Commander. When a Senior Energy Official is designated, that person will report to the DHS Secretary, or his designee, for the duration of the deployment.

3. Exercises and Training

The DHS Secretary, or his designee, will plan, coordinate, and conduct exercises and training with the NIRT. Exercises and training will take the form of scheduled and no-notice readiness drills and deployments of all or part of DOE radiological emergency response assets. The Parties agree that DHS will provide funding to DOE for homeland security planning, exercises, and training. The DHS Secretary, or his designee, will coordinate and de-conflict the exercise and training schedule with all appropriate agencies and departments to ensure that no DOE radiological emergency response assets are tasked concurrently by multiple departments to support non-emergency-related activities.

4. Standards

The DHS Secretary, or his designee, will establish operational and technical standards for the NIRT. The operational standards will consist of statements of desired nuclear/radiological response capabilities. The technical standards will consist of criteria that delineate specific scientific requirements for the radiological response assets. These technical requirements will be coordinated with DOE and jointly managed between DHS and DOE. DHS will be responsible for the research, development, testing, fielding and funding of any new equipment required.

5. Safety and Security

The Parties agree that safety and security are paramount concerns when the NIRT is activated and DOE radiological emergency response assets are deployed. All existing DOE safety and security requirements for the DOE radiological emergency response assets shall remain in effect.

6. Financial Considerations

The DHS Secretary, or his designee, will establish a mechanism to reimburse DOE for services and equipment stipulated elsewhere in this Appendix.

With regard to available funding for NIRT, the Parties recognize that the total enacted funding (prior to the application of offsetting reductions directed by Congress) for DOE Nuclear Weapons Incident Response activities in FY 2003 is \$83.8 million and that the President's FY 2004 budget request for these activities is \$89.7 million. The Parties acknowledge that the amount set out in the President's FY 2004 request is needed to support the entire infrastructure of the assets and is not available solely for deployments. The Secretary of Energy and Secretary of Homeland Security, or their designees, will monitor available funding throughout the fiscal year and establish benchmarks to determine if budgetary resources are sufficient to meet anticipated deployment requirements. Should the Parties determine that available resources are not sufficient,

DHS and DOE jointly will pursue any additional funding required for anticipated deployments (to include reprogramming and appropriation transfer actions, budget amendment, or a Supplemental funding request) with the Office of Management and Budget and the Congress.

The Parties agree that, in the President's FY 2005 Budget Submission, DHS will request funds for necessary DHS deployment activities for the reimbursement to DOE as required based on the principle that the Department that directs the deployment is responsible for paying for the deployment.

7. "Hotwash" Lessons-Learned Sessions

DOE will invite representatives of DHS to participate in the "hotwash" lessons-learned sessions to be conducted by DOE after each DHS deployment or exercise.

8. DOE Order Review

DOE will review each DOE Order covering NIRT assets, including the pending proposed Order to consolidate all NIRT Orders ("NIRT Consolidation Order"), and insure that the requirements of the final NIRT Consolidation Order are consistent with the DOE-DHS Memorandum of Understanding (MOU), including this Appendix. DOE will provide the relevant existing Orders and draft NIRT Consolidation Order to DHS and consult it with respect to any changes that either Party believes necessary. In the event of an inconsistency with the MOU before the inconsistency is corrected in the issuance of the final NIRT Consolidation Order, the Parties will agree on interim measures.



APPENDIX B. DEPARTMENT OF ENERGY FEDERAL AND CONTRACTOR POINTS OF CONTACT

The following is a list of contacts provided for use by the Department of Homeland Security (DHS) managers responsible for placing work at Department of Energy (DOE) laboratories and production facilities. The list includes individuals responsible for various program, policy and procedural functions. DOE Headquarters program contacts generally provide assistance with policy and program guidance and are responsible for oversight of DOE facilities. Normally, these individuals will not be involved in the negotiation, review, and approval of individual DHS reimbursable agreements. DOE business contacts are local Federal employees who manage work conducted under management and operating (M&O) contracts. These contacts also coordinate DOE review and approval of project proposal packages to ensure agreements are fully compliant with applicable laws, regulations and M&O contracts. Laboratory business contacts are site contractor personnel who oversee the development of project proposal packages and other documentation required to meet applicable laws, regulations and DOE policies and procedures. Additionally, they will coordinate the project proposal packages with DHS and DOE for review and approval. Laboratory technical contacts are contractor staff involved in specific research and science and best positioned to discuss technical capabilities available to DHS.

To ensure DOE and its facilities are efficient and responsive to DHS needs, it is strongly suggested that DHS managers initially contact the laboratory business or technical office points of contact when requesting DOE assistance.

DOE/NNSA HEADQUARTERS PROGRAM OFFICE CONTACT	NAME OF CONTACT	TELEPHONE	EMAIL ADDRESS
NATIONAL NUCLEAR SECURITY ADMINISTRATION (NNSA)	Michael E. Long	202-586-4595 or 301-903-4284	Michael.Long@nnsa.doe.gov
OFFICE OF SCIENCE (SC)	John M. LaBarge, Jr.	202-586-9747	John.labarge@science.doe.gov
OFFICE OF FOSSIL ENERGY (FE)	William E. Fernald	301-903-9448	William.Fernald@hq.doe.gov
OFFICE OF ENVIRONMENTAL MANAGEMENT (EM)	Claire H. Sink	301-903-7928	claire.sink@em.doe.gov
OFFICE OF INTELLIGENCE (IN)	Michael C. Mazaleski	202-586-8718	mike.mazaleski@hq.doe.gov

LABORATORY/CONTACT TYPE	NAME OF CONTACT	TELEPHONE	EMAIL ADDRESS
ALBANY RESEARCH CENTER (ARC)..... Program Office: (SC)			
Lab Technical Contact	Richard P. Walters	541-967-5873	walters@alrc.doe.gov
Lab Business Contact	Max C. Lewis	541-967-5901	lewis@alrc.doe.gov
DOE/NNSA Business Contact	George J. Dooley	541-967-5893	dooley@alrc.doe.gov
AMES (SC)..... Program Office: (SC)			
Lab Technical Contact	David P. Baldwin	515-294-2069	dbaldwin@ameslab.gov
Lab Business Contact	Debra Covey	515-294-1048	covey@ameslab.gov
DOE/NNSA Business Contact	Jean Black	630-252-9015	Jean.Black@ch.doe.gov
ARGONNE NATIONAL LABORATORY (ANL) Program Office: (SC)			
Lab Technical Contact	Harvey Drucker	630-252-3804	drucker@anl.gov
Lab Business Contact	Richard Combs	630-252-6797	Rcombs@anl.gov
DOE/NNSA Business Contact	Roberta Dalton	630-252-2229	roberta.dallton@ch.doe.gov
BROOKHAVEN NATIONAL LABORATORY (BNL)..... Program Office: (SC)			
Lab Technical Contact	Paul D. Moskowitz	631-344-5062	moskowit@bnl.gov
Lab Business Contact	Michael Sebastino	631-344-3312	Sebastino@bnl.gov
DOE/NNSA Business Contact	Robert Gordon	631-344-3346	rgordon@bnl.gov
FERMI NATIONAL ACCELERATOR LABORATORY (FNL) Program Office: (SC)			
Lab Technical Contact	Bruce L. Chrisman	630-840-2359	chrisman@fnal.gov
Lab Business Contact	Bruce L. Chrisman	630-840-2359	chrisman@fnal.gov
DOE/NNSA Business Contact	John Chapman	630-840-4122	john.chapman@ch.doe.gov
IDAHO NATIONAL ENGINEERING & ENVIRONMENTAL LABORATORY (INEEL) Program Office: (EM)			
Lab Technical Contact	Rebecca Winston	208-526-1165	RZW@inel.gov
Lab Business Contact	Chuck Briggs	208-526-0441	cwb@inel.gov
DOE/NNSA Business Contact	Donald McDonald	208-526-6520	macdondw@id.doe.gov
KANSAS CITY PLANT (KCP)..... Program Office: (NNSA)			
Lab Technical/Bus Contact	Alan Updike	816-997-2605	aupdike@kcp.com
Lab Technical/Bus Contact	Paul Bartak	816-997-2457	pbartak@kcp.com
DOE/NNSA Business Contact	Ken Bauer	816-997-3917	kbauer@kcp.com
LAWRENCE BERKELEY (LBL) Program Office: (SC)			
Lab Technical Contact	William A. Barletta	510-486-5408	wabarletta@lbl.gov
Lab Business Contact	Jeffrey Weiner	510-486-7143	Jeff.Weiner@lbl.gov
DOE/NNSA Business Contact	Sandie Silva	510-486-4346	sandie.silva@oak.doe.gov

LABORATORY/CONTACT TYPE	NAME OF CONTACT	TELEPHONE	EMAIL ADDRESS
LAWRENCE LIVERMORE NATIONAL LABORATORY (LLNL) Program Office: (NNSA)			
Lab Technical Contact	Donald Prosnitz	925-422-7504	Prosnitz1@llnl.gov
Lab Business Contact	Kathy Baker	925-424-5171	Baker51@llnl.gov
DOE/NNSA Business Contact	Carol Morreira	925-422-2265	carol.morreira@oak.doe.gov
LOS ALAMOS TECHNICAL NATIONAL LABORATORY (LANL) Program Office: (NNSA)			
Lab Technical Contact	Tom W. Meyer	505-665-8031	tmeyer@lanl.gov
Lab Business Contact	Erika M. Sanchez	505-667-9822	emsanchez@lanl.gov
DOE/NNSA Business Contact	Dennis Olona	505-845-4296	dolona@doeal.gov
NATIONAL ENERGY TECHNOLOGY LABORATORY (NETL) Program Office: (FE)			
Lab Technical Contact	Leonard Graham	304-285-4714	Leonard.graham@netl.doe.gov
Lab Business Contact	Dale Siciliano	412-386-6073	Dale.siciliano@netl.doe.gov
DOE/NNSA Business Contact	Dale Siciliano	412-386-6073	Dale.siciliano@netl.doe.gov
NATIONAL RENEWABLE ENERGY LABORATORY Program Office: (FE)			
Lab Technical Contact	John Thornton	303-384-6469	john_thornton@nrel.gov
Lab Business Contact	Jennifer Schofield	303-384-7424	Jennifer_schofield@nrel.gov
DOE/NNSA Business Contact	Steven L. Scott	303-275-4724	Steve_scott@nrel.gov
NEVADA TEST SITE (NTS) Program Office: (NNSA)			
Lab Technical Contact	Mike Canavan	702-295-5442	canavama@nv.doe.gov
Lab Business Contact	Mike Canavan	702-295-5442	canavama@nv.doe.gov
DOE/NNSA Business Contact	Cynthia Miyashiro	702-295-1497	Miyashiro@nv.doe.gov
OAK RIDGE INSTITUTE OF SCIENCE AND EDUCATION (ORISE) Program Office: (SC)			
Lab Technical Contact	Rebecca Kennard	865-576-8533	kennardb@orau.gov
Lab Business Contact	Rebecca Kennard	865-576-8533	kennardb@orau.gov
DOE/NNSA Business Contact	James A. Reafsnyder	865-241-4670	reafsnyderja@oro.doe.gov
OAK RIDGE NATIONAL LABORATORY (ORNL) Program Office: (SC)			
Lab Technical Contact	Michael Kuliasha	865-574-4169	kuliashama@ornl.gov
Lab Business Contact	Ed Harris	865-574-9931	harriseb@ornl.gov
DOE/NNSA Business Contact	James A. Reafsnyder	865-241-4670	reafsnyderja@oro.doe.gov
PACIFIC NORTHWEST NATIONAL LABORATORY Program Office: (SC)			
Lab Technical Contact	Ned A. Wogman	509-372-6833	Ned.wogman@pnl.gov
Lab Business Contact	Bruce K. Simanton	509-376-0161	bruce.simanton@pnl.gov
DOE/NNSA Business Contact	Lynnette Downing	509-372-4010	Lynnette_r_downing@rl.doe.gov

LABORATORY/CONTACT TYPE	NAME OF CONTACT	TELEPHONE	EMAIL ADDRESS
PANTEX PLANT (PP)..... Program Office: (NNSA)			
Lab Technical Contact	Michelle Sumner	806-477-5255	msummer@pantex.com
Lab Business Contact	Larry Supina	806-477-4806	lsupina@pantex.com
DOE/NNSA Business Contact	Gary Wisdom	806-477-3104	gwisdom@doe.pantex.gov
PRINCETON PLASMA PHYSICS LABORATORY (PPPL)..... Program Office: (SC)			
Lab Technical Contact	Lewis D. Meixler	609-243-3009	lmeixler@pppl.gov
Lab Business Contact	Ed Winkler	609-243-2218	EWinkler@pppl.gov
DOE/NNSA Business Contact	Greg Pitonak	630-243-3713	gpitonak@pppl.gov
SANDIA NATIONAL LABORATORY (SNL)..... Program Office: (NNSA)			
Lab Technical Contact	T.J. Allard	505-844-5581	tjallard@sandia.gov
Lab Business Contact	Deborah Payne	505-845-8449	dnpayne@sandia.gov
DOE/NNSA Business Contact	Dennis Olona	505-845-4296	dolona@doeal.gov
SANVANNAH RIVER SITE (SRS) Program Office:(EM)			
Lab Technical Contact	Tony Woltermann	803-725-3533	tony.woltermann@srs.gov
Lab Business Contact	Ron Schroder	803-725-8348	ronald.schroder@srs.gov
DOE/NNSA Business Contact	N/A	N/A	N/A
STANFORD LINEAR ACCELERATOR CENTER (SLAC)..... Program Office: (SC)			
Lab Technical Contact	Dr. Fred V. Murphy	650-926-4175/2993	fvm@slac.stanford.edu
Lab Business Contact	Dr. Fred V. Murphy	650-926-4175/2993	fvm@slac.stanford.edu
DOE/NNSA Business Contact	Katherine Woo	650-926-2370	Katherine.woo@oak.doe.gov
THOMAS JEFFERSON NATIONAL ACCELERATOR FACILITY (TJNAF)..... Program Office: (SC)			
Lab Technical Contact	Fred Dylla	757-269-7450	dylla@jlab.org
Lab Business Contact	Fred Dylla	757-269-7450	dylla@jlab.org
DOE/NNSA Business Contact	Wayne Skinner	757-269-7143	skinner@jlab.org
Y-12 NATIONAL SECURITY COMPLEX (Y-12) Program Office: (NNSA)			
Lab Technical Contact	Tom Berg	865-574-0907	bergta@y12.doe.gov
Lab Business Contact	Tom Berg	865-574-0907	bergta@y12.doe.gov
DOE/NNSA Business Contact	Robin Spradlen	865-576-9662	spradlenrq@y12.doe.gov

LABORATORY-DIRECTED RESEARCH AND DEVELOPMENT COST INSTRUCTIONS

Estimated Laboratory-Directed Research and Development (LDRD) costs (dollar amount rounded to nearest thousand) must be separately identified in Department of Homeland Security (DHS) project cost proposals. Additionally, the following language must be included in the cover letter accompanying a new and/or revised DHS proposal:

“Consistent with the Department of Energy’s (DOE’s) full cost recovery policy, DOE collects, as part of its standard indirect cost rate, a Laboratory-Directed Research and Development (LDRD) cost levied on all monies received at the laboratory. The estimated amount of LDRD costs is identified in the Department of Homeland Security (DHS) proposal cost estimate section. DOE believes that LDRD efforts provide opportunities in research that are instrumental in maintaining cutting-edge science capabilities that benefit all of the customers at the laboratory. The Department will conclude that by approving and providing funds to DOE to perform work under this proposal you acknowledge that such activities support the missions of DHS and are consistent with appropriations acts that provide funds to you.”

The following language must be included in each DHS funding acceptance document.

“Consistent with the Department of Energy’s (DOE’s) full cost recovery policy, DOE collects, as part of its standard indirect cost rate, a Laboratory-Directed Research and Development (LDRD) cost. Based on the amount of funds accepted for this project, \$ _____ represents an estimated amount that will be used for LDRD efforts. DOE believes that LDRD efforts provide opportunities in research that are instrumental in maintaining cutting-edge science capabilities that benefit all of the customers at the laboratory. The Department will conclude that by providing funds to DOE to perform work, you acknowledge that such activities support the missions of the Department of Homeland Security and are consistent with appropriations acts that provide funds to you.”