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Gay Ray Weyzen
Mark Keith
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Department of Energy
Pacific Area Support Office
P.O. Box 29939
Honolulu, Hawaii 96820

Walter Weyzen, M.D.
Division of Biomedical and Environmental Research
U. S. Department of Energy
Germantown, MD 20545

DOE/TTPI AGREEMENT EY-76-A-28-3159

Dear Dr. Weyzen:

Per our message 062230Z Dec 1978 to you, we have enclosed proposed Modification No. 4 to above referenced agreement. While the proposal does not pretend to satisfy all necessary legal requirements and/or language, it does embody the agreements reached in our meeting of October 2. Those agreements also included the desire that the Nevada Operations Office take over this agreement as to execution of Modification No. 4, and its administration after full coordination with DBER.

If this format is still the way you want to proceed, we suggest you take the following actions:

1. Transfer Agreement EY-76-A-28-3159 to NVO, including the accounting records, cost ceiling and unspent funds.
2. Transfer funding (\$30,000) for implementation to NVO.
3. Review proposed Modification No. 4 and return it to PASO with desired changes, if any.

PASO will then work with NVO to have the document put in final form. We will coordinate it with the TTPI; it will be executed and administered by the Director, PASO as delegated by the Manager, NVO.

If the above procedures are satisfactory and can be implemented in the next few weeks we intend to request a meeting with the High Commissioner and other appropriate TTPI staff to sign the modification in February, after Brookhaven completes its annual medical survey.

We look forward to hearing from you soon.

Sincerely,

W. J. Stanley
W. J. Stanley
Director

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HUB:jhf


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Walter Weyzen, M.D.

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Enclosure:
As indicated

cc: w/encl
M. E. Gates, Manager, NV
Roger Ray, APO, NV
Leon Silverstrom, NV
Dr. W. W. Burr, Director, DBER
Dr. Hugh Pratt, BNL

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DEPARTMENT OF ENERGY

AGREEMENT NO. EY-76-A-28-3159

MODIFICATION NO. 4

WITH

THE TRUST TERRITORY OF THE PACIFIC ISLANDS

IT IS UNDERSTOOD AND AGREED that this Modification No. 4 to Agreement No. EY-76-A-28-3159 is being entered into between the U. S. Department of Energy and the Trust Territory of the Pacific Islands.

WHEREAS, the parties desire to extend the period of performance and provide additional funding under the Agreement.

NOW THEREFORE, the parties do mutually agree to amend the Agreement as follows:

Delete the entire text and substitute in lieu thereof:

"The United States Department of Energy (hereinafter referred to as "DOE") and the Trust Territory of the Pacific Islands (hereinafter referred to as "TTPI") desire to enter into an agreement whereby DOE will reimburse certain costs incurred by the TTPI under TTPI Public Law No. 7-116, entitled "Trust Territory Fallout Survivors Act".

Therefore, DOE hereby agrees to provide funds in an amount not to exceed \$30,000 per annum, as reimbursement to the TTPI for costs incurred, subject to the following terms and conditions:

1. The term of this agreement shall be from October 1, 1978 through September 30, 1979, subject to extensions mutually agreed to by the parties or their successors.
2. The estimated cost under this agreement is \$30,000 per annum and payments hereunder shall not in the aggregate at any time exceed this amount unless mutually agreed. Reimbursement will be made quarterly for actual costs incurred.
3. It is expressly understood and agreed that DOE reimbursement hereunder shall be limited to expenditures incurred by the TTPI in accordance with the following provisions:

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a. This Agreement shall be without effect until:

(1) DOE shall have agreed in writing as to the nature and type of illness to which it applies, and

(2) Appropriate rules and regulations shall have been promulgated by the TTPI as provided for in Section 9 of PL No. 7-116.

b. Reimbursement shall be provided only for persons on the roster of the Brookhaven National Laboratory and shall include only exposed persons, designated control persons (Encl No. 1), and all other thyroid patients referred by BNL physicians for treatment.

c. Reimbursement shall be made for the following classes of expenditures:

(1) Transportation for the patient and escort as defined in PL No. 7-116, by field trip ships and subsistence while on such ships, both in accordance with prevailing Marshall Islands rates.

(2) Transportation by air to and between Majuro and Ebeye when required.

(3) Payments of \$2.00 per day per patient for incidental expenses while an inpatient.

(4) Payments of \$10.00 per day for escorts and for patients while on outpatient status.

NOTE: At its discretion the TTPI may deduct subsistence charges from payments made to outpatients or escorts who use hospital room and board facilities.

4. Billing for reimbursement under Provision 3 of this Agreement shall be submitted to DOE/PASO (Pacific Area Support Office), P.O. Box 29939, Honolulu, HI 96820, quarterly and must include:

- a. Name of Claimant
- b. Status (patient or escort)
- c. Hospital to which referred (Majuro, Ebeye)
- d. Date of Admission
- e. Reason for escort (per criteria PL No. 7-116)
- f. Referred by (Health aide, medex, BNL physician)

- g. Number of days inpatient
- h. Number of days outpatient
- i. Date released as outpatient
- j. Ship transportation and subsistence costs
- k. Aircraft costs (per 3.c.(2))
- l. Total costs (per invoice)
- m. Date vessel left to return patient to home island
- n. Verification of above by signature of the Marshall Islands District Director of Health Services and review by Headquarters TTPI
- o. Date claim paid in full by TTPI

5. It is agreed and understood that the TTPI will indemnify and hold harmless the DOE, its contractors and employees from any and all liability (including third party liability) for any cause whatsoever arising out of implementation of this Agreement and resulting in injury, loss, or damage to a patient, person accompanying the patient or any other person; provided, however, that this indemnification provision shall not apply to the extent that such liability, injury, loss, or damage shall have resulted from the fault or negligence of the DOE, its contractors, or employees.

6. Appendix _____, dated _____, and covering standard DOE requirements in connection with the DOE's interagency agreements, is annexed hereto and hereby made part of this Agreement."

U. S. DEPARTMENT OF ENERGY

TRUST TERRITORY OF THE
PACIFIC ISLANDS

BY: _____
Manager, Nevada Operations Office

BY: _____
High Commissioner

DATE _____

DATE: _____