

A White Paper

*Innovative Examples:*

*Exercising Mission Command through Memoranda of Understanding*

Office of the Chairman of the Joint Chiefs of Staff

Chairman's Office of Reintegration: *Veterans / Families / Communities*

March 2015

*The Services and the Joint Force share the responsibility in ensuring that mission command is a common attribute of our Profession of Arms. Our collective efforts must institutionalize mission command by adopting and formalizing the character traits that enable a bias for action and responsible initiative at all levels of the force.*

**-- General Martin E. Dempsey, April 2012**

## **INTRODUCTION**

Today's Joint Force faces myriad complex issues: global security challenges, fiscal austerity, a shrinking force structure, and the transition / reintegration to civilian life of approximately one million Service members over the next five years, among others. Accordingly, it's imperative that we encourage commanders at all levels to find innovative ways to accomplish the mission in the face of these challenges. Now, more than ever, we need leaders who are practiced in the art and science of mission command.

Mission command, defined simply, is "The conduct of military operations through decentralized execution based upon mission-type orders." Joint Publication 3-0 states that "Successful mission command demands that subordinate leaders at all echelons exercise disciplined initiative and act aggressively and independently to accomplish the mission."<sup>1</sup> As implied in the name, the commander is the protagonist.<sup>2</sup> It is imperative that commanders quickly assess their environment, identify opportunities, and then seize the initiative to act decisively in order to accomplish the mission. Mission command, however, is not limited to military operations within a theater of war. Mission command is exercised daily at multiple levels at installations around the globe.

The purpose of this paper is to highlight a few examples where installation commanders have exercised mission command to enable their service members' successful transition and reintegration back into civilian society. Specifically, it illustrates cases where installation commanders, in coordination with their respective staff judge advocates, have established non-binding agreements through the use of memoranda of understanding (MOU) with community partners to better support service members or enhance mission accomplishment. While these agreements can cover the full spectrum of services, these MOUs are particularly timely and beneficial in supporting the transition and reintegration of service members back into civilian communities. Several innovative examples of MOUs follow.

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<sup>1</sup> Joint Publication 3-0 "Joint Operations," 11 August 2011.

<sup>2</sup> General Martin E. Dempsey, *A White Paper: Mission Command* (Wash DC: Office of the Chairman of the Joint Chiefs of Staff, April 2012), 4.

### **EXAMPLE 1 – Army Soldier for Life Internship Program and DoD SkillBridge**

Since 2012 the Army’s Soldier for Life (SFL) program has been dedicated to facilitating the reintegration of Soldiers and their families as they transition from active service to civilian life. SFL partners with government, non-government organizations, and communities to establish a network that enables access to employment, education and health resources for Soldiers and their families.<sup>3</sup> Since finding employment typically is an immediate concern for transitioning service members, SFL encourages installation commanders to partner with local businesses, when feasible, to establish internship programs. These internships, under the auspices of Department of Defense Instruction (DODI) 1322.29, *Job Training, Employment Skills Training, Apprenticeships, and Internships*, help prepare members who are within 180 days of transitioning to civilian status to obtain specific skills to improve their chances of finding gainful employment. Per the DODI, the internship must present no or minimal cost to the service member, requires commander approval to participate, and must provide a high probability of employment after separation.<sup>4</sup> While these internship programs are nascent, initial feedback is positive. The key to the success of these programs is the relationship established between installation commanders and employers who want to participate. Appendix 1 provides a template of a memorandum of agreement between an installation and a global payment processing company.

### **EXAMPLE 2 – Joint Base Lewis-McChord Welding and Pipefitting Apprenticeship**

Joint Base Lewis-McChord (JBLM), located near Tacoma, Washington, has leaned forward in enabling the effective delivery of private sector supportive services to transitioning Service members. In early 2013, JBLM established an agreement (Appendix 2) with an association in the plumbing and pipefitting industry to start the Veterans in Piping program. The program provides 18 weeks of training in welding and pipefitting to credential transitioning service members in these skills, enabling them to secure meaningful careers in this trade after separation or retirement. This United Association (UA)-sponsored program, which began in 2008, has expanded to other bases such as Fort Carson, Fort Hood and Camp Lejeune. To date, this program has successfully trained over 700 transitioning Service members.<sup>5</sup>

### **EXAMPLE 3 – Brooke Army Medical Center and the University of California-Los Angeles Medical Center (Operation Mend)**

Established in 2007, the UCLA-based Operation Mend is a collaborative effort that provides reconstructive surgeries to service members who have been scarred seriously by combat

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<sup>3</sup> Soldier for Life. “Information Paper: Soldier for Life Program.” Accessed December 2, 2012. [http://soldierforlife.army.mil/sites/default/files/content/docs/2014/SFL\\_Initiatives\\_09\\_2014.pdf](http://soldierforlife.army.mil/sites/default/files/content/docs/2014/SFL_Initiatives_09_2014.pdf).

<sup>4</sup> Department of Defense Instruction 1322.29, *Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service Members*, January 24, 2014. Accessed December 3, 2014, <http://www.dtic.mil/whs/directives/corres/pdf/132229p.pdf>.

<sup>5</sup> United Association Veterans in Piping. Accessed December 3, 2014, <http://www.uavip.org/veterans>.

in Iraq and Afghanistan. In addition to providing post-9/11 wounded warriors access to some of the nation's best reconstructive surgeons, this program also provides mental-health and peer-to-peer support to injured service members and their families. As of February 2015, 122 wounded warriors have participated in Operation Mend.<sup>6</sup> In 2011, the UCLA Medical Center entered into a gratuitous agreement (Appendix 3) with the Brooke Army Medical Center (BAMC) to outline a process to facilitate the consultation, evaluation, referral and treatment of patient candidates. Specific tasks of the mutual agreement include: evaluations facilitated by video teleconference; coordination of travel between BAMC and UCLA; and the transmittal of medical records.

#### **EXAMPLE 4 – Fort Gordon and Augusta Warrior Project**

The Augusta Warrior Project (AWP) is a nonprofit organization whose mission is to connect veterans and their families in the Greater Augusta area with the necessary resources to improve their quality of life. In the spring of 2014, AWP entered into an agreement (Appendix 4) with nearby Fort Gordon, “Home of the U.S. Army Cyber Center of Excellence,” to formalize an existing working relationship in order to better prepare transitioning service members for reintegration back into the civilian community. This mutual agreement, designed to complement the transition assistance program, provides AWP with access to the installation, office space, and limited use of equipment and utilities as well as other services. The agreement also provides for the mutual sharing of transitioning service member survey data between Ft Gordon and AWP. Ultimately, the memorandum of agreement helps synchronize the educational programs to facilitate the successful reintegration of the service member and their families.

#### **EXAMPLE 5 – Navy Region Southwest and Military Transition Support Project**

Convened by San Diego Grantmakers Military Family Support Working Group, the Military Transition Support Project (MTSP) was a years-long collaboration among government, nonprofit, business and philanthropic stakeholders to develop a comprehensive plan to better connect transitioning service members and their families with community resources.<sup>7</sup> With an estimated 15,000 Sailors and Marines transitioning annually from nearby installations—and approximately half remaining in the local area—San Diego County ranks third in US veteran population, making it a logical location for public-private partnership opportunities. Responsible for shore installation management and coordinating base operating support, the Commander, Navy Region Southwest (CNRSW), also oversees Fleet and Family Support Programs like transition assistance.<sup>8</sup> In November 2014, MTSP, under the auspices of a newly-formed nonprofit called Zero8Hundred, and CNRSW signed a mutual agreement that allows transitioning

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<sup>6</sup> UCLA Operation Mend. Accessed February 9, 2015, <http://operationmend.ucla.edu/body.cfm?id=31>

<sup>7</sup> Military Transition Support Project. Accessed March 3, 2015, <http://www.sdgrantmakers.org/AboutUs/MemberCollaborations/MilitaryFamilySupportWorkingGroup/MilitaryTransitionSupportProject.aspx#About>.

<sup>8</sup> Commander, Navy Region Southwest. Accessed March 3, 2015, <http://www.cnrc.navy.mil/regions/cnrsw.html>.

service members and their families who plan to remain in the San Diego area the opportunity to receive the Zero8Hundred presentation during the Transition GPS (Goals, Plans, Success) classes at NRSW. Zero8Hundred connects these service members and their families to community resources six months prior to transition up to 12 months post-military service. The Zero8Hundred community plan is characterized by the Veteran Wellness Framework which includes four pillars: education and jobs; basic needs; physical and mental health; and personal/social connections.<sup>9</sup> Finally, a key element of the Zero8Hundred construct is the employment of “peer navigators” that assist transitioning service members and their families navigate the “sea of goodwill” in the San Diego area.<sup>10</sup>

### **EXAMPLE 6 – Fort Knox and the University of Louisville**

Fort Knox, Kentucky, home to Army Accessions Command, is located about 40 miles from the University of Louisville (UL). In 2011, as part of its community relations outreach, Ft Knox entered into a non-binding agreement with the state university to recognize the existing relationship and to “reinvigorate and strengthen” community ties through new initiatives (Appendix 6). Specifically, this memorandum of agreement codified a number of programs to include: seminar and leadership programs; joint research on issues such as traumatic brain injury and post-traumatic stress; and summer camps for military children. In short, this MOU was drafted to foster a “military inclusivity and veteran friendly” atmosphere, and ultimately, helps to address the perceived civil-military gap.

### **EXAMPLE 7 – Joint Base San Antonio Community Partnership**

While the previous examples focus on initiatives that facilitate the transition and reintegration of veterans and their families, there are other examples of installations establishing mutually beneficial partnerships with the local community. One example is from Joint Base San Antonio (JBSA) in Texas. JBSA officials formed a collaborative partnership with state and local government offices, community organizations and local businesses with the intent of achieving operational efficiencies for the military installation while simultaneously enhancing the economic vitality and quality of life in the region.<sup>11</sup> Specifically, the goal of this agreement is to identify opportunities to reduce installation support operating costs by pursuing savings in energy efficiency, joint purchasing, and morale, welfare and recreation services. Ideally, this innovative community partnership will not only result in efficiencies for the base, but tangible

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<sup>9</sup> Zero8hundred. Accessed March 4, 2015, <http://www.zero8hundred.org/Home.aspx>.

<sup>10</sup> United States Government. Department of Defense. *Sea of Goodwill: Matching the Donor to the Need* (Wash DC: Office of the Chairman of the Joint Chiefs of Staff, Warrior and Family Support, 2010), 4.

<sup>11</sup> The National Defense Authorization Act for Fiscal Year 2013, Section 331, allows DoD to enter into agreements with state and local governments to share installation-support services in order to enhance mission effectiveness and efficiency. Accessed February 20, 2015, <http://www.gpo.gov/fdsys/pkg/BILLS-112hr4310enr/pdf/BILLS-112hr4310enr.pdf>.

benefits for the host community as well. These types of public-public and public-private agreements (Appendix 6) will become increasingly important as DoD continues to deal with the effects of sequestration and shrinking budgets.

## **CONCLUSION**

Mission command encourages leaders to accept prudent risk and exercise disciplined initiative as the situation dictates. This paper offers a few innovative examples where installation commanders have exercised mission command through memoranda of understanding with their respective communities in order to better support their Service members. As with any cooperative arrangement involving non-federal entities, installation commanders should consult with their legal office before signing a memorandum of agreement. We encourage broad distribution of these examples across DoD to encourage other commanders to take action, embracing effective public-private partnerships and working together with outside entities to assist transitioning service members and their families.

**MEMORANDUM OF AGREEMENT****BETWEEN****NAMED INSTALLATION****AND****FIRST DATA**

SUBJECT: Army Soldier for Life Internship Program (“Internship Program”) and DoD SkillBridge

1. REFERENCE:

a. Fiscal Year 2012 National Defense Authorization Act (FY12 NDAA), Section 551: “Employment Skills Training for Members of the Armed Forces on Active Duty Who Are Transitioning to Civilian Life.”

b. Department of Defense Instruction (DODI) 1322.29 Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service Members, which is being promoted Department-wide as “DoD SkillBridge.”

2. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to establish an Internship Program at First Data in accordance with the provisions of FY12 NDAA Section 551. First Data, a global leader in payments processing and global commerce, provides secure payment transactions services for merchants, financial institutions and their customers. This MOA will articulate the expectations and responsibilities of the United States Army under the U.S. Army Installation Command, FT Belvoir, VA (hereinafter “(INSTALLATION)”), First Data, and the individual service member participating in the Internship Program.

3. BACKGROUND. The purpose of the Internship Program is to benefit service members who are expected to be released from active duty within 180 days of transitioning to civilian life, and who need experience in a non-military setting to develop critical civilian job skills. Such internships benefit service members by enabling them to develop skills and business knowledge that can be used in multiple employment settings and by expanding their understanding of the different career paths open to them.

4. RESPONSIBILITIES.

a. Both Parties agree that:

(1) Internships will be for a period of no more than 179 days in accordance with Department of Defense (DoD) policy.

(2) During the course of the internship, the service member intern's place of duty will be at a First Data facility. Service members receive military pay and benefits. In accordance with IAW DODI 1322.29 paragraph 1c and i, the service member intern will not displace regular employees and will not receive pay and benefits such as wages, training stipends, or any other form of compensation from First Data for the time spent in the internship. The service member will maintain contact with their military unit as prescribed by applicable regulations and instructions from their chain of command.

(3) There will be ongoing, open communication between the (INSTALLATION) and First Data to ensure understanding of the expectations and roles of the parties in providing a meaningful employment skills and educational experience for the service member intern.

(4) Either (INSTALLATION) or First Data may dismiss a service member intern from the Internship Program if, in the opinion of either party, the service member intern is not actively and satisfactorily participating with the provided training or is not being utilized consistent with the goals of this Internship Program. Prior to dismissing the service member intern, the (INSTALLATION) and First Data shall confer and try to resolve the issue(s), short of dismissal of the service member intern from the Internship Program. However, for the avoidance of doubt, First Data retains ultimate right to end the service member internship with its company.

(5) Consistent with the Fair Labor Standards Act:

- a. The internship is a dual employment internship and not an unpaid internship, as follows:
  - i. The service member intern will receive full military pay and benefits for the duration of the internship and will be assigned to First Data in lieu of his or her normal military duty;
  - ii. The service member intern will work under close supervision of First Data staff for the duration of the internship.
- b. Under no circumstances will a service member intern be requested or permitted to work more than 40 hours during a normal First Data work week.

(6) Consistent with Title 18, United States Code §205, the service member intern will not act as an agent for First Data before any agency or department of the United States.

b. (INSTALLATION) will:



(1) Select service member interns to participate in this Internship Program based on the following criteria:

- (a) Enrollment in the Army Career Skills Program;
- (b) Have 180 days of active duty service prior to transition;
- (c) Physical proximity to First Data within 50 miles;
- (d) Able to provide transportation for him/herself and work in a suitable environment to accomplish the duties of the internship;
- (e) Have a satisfactory military record of performance with no prior or pending Uniform Code of Military Justice disciplinary matters; and
- (f) Have the approval of the first Field Grade Officer in their chain of command.

(2) Along with First Data, advise the service member intern of his or her responsibilities regarding participation in the Internship Program.

(3) Indemnify and hold First Data harmless from any action (including attorney fees and costs) that any service member intern may bring for unpaid wages and benefits against First Data.

(4) (i) Safeguard all First Data confidential information using at least the same degree of care that (INSTALLATION) uses to safeguard its own confidential information but not less than reasonable care; (ii) not disclose any First Data confidential information to any third party without First Data's prior written consent; (iii) not use First Data confidential information for any purpose other than to participate in the Internship Program; (iv) return to First Data any materials containing or derived from First Data information immediately upon coming into possession of any such materials; and (v) upon First Data's request or the termination of this Program or the intern's participation in the Program, return all First Data Information and all materials containing or derived from First Data Information.

c. First Data will:

(1) Along with the (INSTALLATION), advise the service member intern of his or her responsibilities regarding participation in the Internship Program, including expected professional conduct (including dress code) and the requirement to follow the rules and standards set by First Data and the (INSTALLATION).

(2) Provide the service member intern meaningful professional development and training experience that supports the purpose of the Internship Program, as described above. First Data will make every reasonable effort to ensure the service member intern is exposed to multiple tasks and situations.

(3) Provide quality mentoring to the service member intern during the Internship Program and report periodically to the (INSTALLATION) on the service member intern's participation in the Program, as may be mutually agreed.

(4) Provide input to the (INSTALLATION) for inclusion in the service member intern's efficiency reports, as requested by the (INSTALLATION).

(5) Provide to the [installation] and the Solider for Life Intern Program every quarter an update on how many Service member have graduated from the First Data internship program; and how many of these graduates were offered full-time employment at First Data and how many accepted such employment.

5. EFFECTIVE DATE, PERIODIC REVIEW, AND TERMINATION.

a. This MOA between the (INSTALLATION) and First Data shall be effective from the beginning to the end of the service member internship unless terminated by written notice by either party. (INSTALLATION) may find it necessary to terminate the internship prior to 179 days as a result of termination of military service, medical discharge, reassignment, retirement of the service member or other unforeseen reasons. Amendments to this MOA necessitated by administrative or organizational changes shall not require renegotiation of this MOA and will be implemented following coordination between the parties.

b. There are three copies of this MOA; one copy is maintained by each party and the intern.

First Data Corporation

Headquarters United States Army  
Installation Command, FT Belvoir, VA

XXX  
Senior Vice President  
Military and Veteran Affairs

XXX  
COL, U.S. Army  
XXX

**ANNEX A**  
**ARMY SOLDIER FOR LIFE INTERNSHIP AGREEMENT**

*In exchange for the opportunity to serve as an Intern at First Data:*

I agree to comply with First Data's regular business hours, dress code, conduct standards, and holiday schedule applicable to the facility at which I am assigned and to follow any reasonable instructions that I am given.

I will hold First Data and its employees blameless for any personal injury that I might experience during the period that I am an Intern there.

I agree that I will advise First Data of, and may decline to participate in, any undertaking or activity for which I am not qualified or physically unable to perform.

I agree that I will keep First Data informed of my medical and non-medical appointment schedule. I understand that I am accountable for my time to First Data and to my chain of command during the period of the Internship.

I agree that I will safeguard all First Data confidential information and will not disclose any First Data confidential information to any third party without First Data's prior written consent. I further agree I will not use First Data confidential information for any purpose other than to participate in the Internship Program and will promptly return to First Data any materials containing or derived from First Data upon coming into possession of any such materials. Upon First Data's request or the termination of my participation in the Program, I will return all First Data Information and all materials containing or derived from First Data Information.

In accordance with Federal law and the Joint Ethics Regulation, I will not disclose any nonpublic information available to me based on my official position as a Federal employee to First Data.

Consistent with Federal law and the Joint Ethics Regulation, I will not act as an agent for First Data before any agency or department of the United States.

I understand that participation in the Internship Program does not guarantee or imply that I will be offered a paid position with First Data upon my release or retirement from active duty or upon conclusion of the Internship.

Other items specific to First Data are as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Army Soldier for Life Intern Signature**

\_\_\_\_\_  
**Date**

AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA  
AND  
THE UNITED ASSOCIATION INTERNATIONAL TRAINING FUND

**SUBJECT: Welding and pipefitting training and apprenticeship**

1. **PURPOSE.** This Memorandum of Agreement (Agreement) establishes the parameters for cooperative support between Joint Base Lewis McChord (JBLM), The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (UA) and the United Association International Training Fund (ITF) for the recruitment of transitioning JBLM Soldiers who are separating/retiring from the United States Army for the purpose of providing welding and pipefitting training under the Veterans In Piping (VIP) program.

2. **PARTIES INVOLVED.**

a. JBLM is a United States military base, including Army installation JBLM-Lewis, located in and around Lacey, Washington.

b. The UA a multi-craft union whose members are engaged in the fabrication, installation and servicing of piping systems. There are approximately 326,000 highly-skilled United Association members who belong to over 300 individual local unions across North America.

c. The ITF is a multi-employer benefit plan that provides training, equipment and financial assistance to UA sponsored Local Joint Training Programs throughout the United States. The ITF is a 501(c) (3) tax exempt entity administered by a Board of Trustees comprised of an equal number of representatives of the UA and employers signatory to one or more collective bargaining agreements with the UA.

1. **RESPONSIBILITIES OF THE PARTIES.**

a. JBLM agrees to:

(1) Allow selected active duty soldiers to attend training classes and sessions at the UA Training Facility Local 26 in Lacey, WA for a period of 18 weeks commencing on or about 14 Jan 2013 with additional future training dates commencing as needed to support demand.

(1) Be responsible for the placement of eligible students into the VIP program. Student eligibility will be determined by UA.

(2) Be required to provide job placement to all SMs who successfully complete the VIP Program through referral to an appropriate UA-sponsored Joint Apprenticeship Training Committee (JATC) for direct entry into the JATC's program of education (as provided for by the JATC's Standards of Apprenticeship.)

(3) Provide the networking and connecting functions that are essential to successful employment and rewarding careers.

c. The ITF agrees to :

(1) Assume overall responsibility for the execution of the VIP program, which will consist of an eighteen-week course in welding resulting in the awarding of several welding certifications. All eighteen weeks of the course will be conducted at the UA Training Facility. The ITF will provide a dedicated training team, qualified instructors, training material, equipment, and quarterly program metrics to JBLM. The JBLM quarterly metrics will include completion and placement rates of enrollees, including the referral and job location of the UA-sponsored Joint Apprenticeship Training Committee (JATC) direct entry program. Instructors will also maintain attendance records for the purposes of Command control for all class sessions.

2) Appoint and designate an on base and UA Training facility representative to maintain liaison with the JBLM liaison representative.

## 2. TERMINATION.

a. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

b. JBLM may terminate this agreement without notice if JBLM determines, at its sole discretion, that it is no longer able to meet the terms of this agreement based on military operational requirements or national emergency.

c. JBLM may terminate this agreement if UA or the ITF is in default of any material provision of this agreement provided that the defaulting party shall have 10 days to cure any such default.

enterprise. The parties recognize that this Agreement does not represent JBLM endorsement of any other party to this agreement.

5. LIABILITY.

a. The United States Army (Army) is self-funded for liability purposes. The UA and the ITF are solely responsible for any injury, damage, or loss sustained or incurred by any person as a result of any course of activity requirement, demonstration or exercise, or by the acts or omissions of their employees. UA and or the ITF agree that it will fully indemnify the Army and or the United States Government for any loss, judgment, or expense resulting from any action filed against it or them in any jurisdiction arising from activities for which the UA and or the ITF are solely responsible.

6. NO WAIVER. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the Army, JBLM, the UA or the ITF shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Army, JBLM, the UA and the ITF therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. Nothing in this agreement shall be construed as a waiver of any sovereign immunity of the Army or JBLM.

7. INTEGRATED AGREEMENT/MODIFICATION. This Agreement, upon execution, contains the entire agreement of the parties. No prior agreement, written or oral, can alter these provisions and any changes to this agreement must be made in writing and agreed to by both parties.

8. Effective date: This MOA becomes effective upon the date of the last signature thereto and will remain in effect until amended, revised, superseded, or terminated by mutual consent.

9. Signature & Approval:



11 Jan 13

Date

1-18-13

Date



Director  
United Association ITF

Jan. 16, 2013

Date



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
BROOKE ARMY MEDICAL CENTER  
FORT SAM HOUSTON, TEXAS 78234-6200

MEMORANUM OF AGREEMENT  
BETWEEN  
BROOKE ARMY MEDICAL CENTER  
(SAN ANTONIO MILITARY MEDICAL CENTER)  
AND  
UNIVERSITY OF CALIFORNIA LOS ANGELES MEDICAL CENTER  
(OPERATION MEND)

SUBJECT: Facilitation of Patient Referral and Treatment with Ronald Reagan University of California Los Angeles (UCLA) Medical Center/Operation Mend

1. Reference. This agreement is subject to the rules and procedures contained in DOD Instruction 4000.19, Interservice and Intergovernmental Support, 9 August 1995.
2. Purpose. The purpose of the agreement is to outline the process to be utilized by personnel from Brooke Army Medical Center and the Institute of Surgical Research Burn Center in San Antonio, Texas and personnel and staff from the Ronald Reagan University California Los Angeles (UCLA) Medical Center to facilitate soldier referral and treatment in the Operation Mend Program.
3. Background. Operation Mend is the collaboration between Ronald Reagan UCLA Medical Center and Brooke Army Medical Center in San Antonio, Texas that was established to help treat several U.S. Military personnel who were wounded during service in Iraq and Afghanistan. The collaboration between BAMC and the UCLA Medical Center provides these military casualties a surgical option for evaluation and possible treatment utilizing the resources of the Ronald Reagan UCLA Medical Center and staff.
4. Scope. Applies to the personnel, staff, and patients at Brooke Army Medical Center and the Institute of Surgical Research Burn Center in San Antonio, Texas and the personnel and staff at Ronald Reagan University of California Los Angeles (UCLA) Medical Center.
5. Responsibilities.
  - a. Brooke Army Medical Center will:
    - (1) Consult with all US Military personnel who have sustained facial injuries resulting in either disfigurement and/or dysfunction for which reconstruction may be indicated to determine if they are eligible for the Operation Mend program. Exceptions outside facial reconstruction will be discussed on a case by case basis. If a patient is eligible, then each



SUBJECT: Facilitation of Patient Referral and Treatment with Ronald Reagan University of California Los Angeles (UCLA) Medical Center/Operation Mend

patient will be provided information regarding the services available through Operation Mend as part of routine patient education and counseling. Each eligible patient will also be provided the opportunity for consultation and/or referral should the patient consent.

(2) Evaluate each patient with Operation Mend physicians either by VTC or an exchange of photographs by e-mail or postal mail, once a patient has consented. This evaluation will occur after the patient has recovered from the acute burn phase and prior to facial skin grafting.

(3) Participate in a mutual evaluation with UCLA Medical Center physicians that will be facilitated by VTC. This VTC will occur no less than once a month.

(4) Provide coordination and liaison between Brooke Army Medical Center, the Burn Center, and UCLA for coordination of travel for patients receiving further treatment through the Operation Mend program. The BAMC case manager will communicate with the case management team at UCLA to maximize the available resources of Operation Mend in transporting the patient to California for care.

(5) Transmit medical records and documentation of care to UCLA Medical Center with the consent of the patient.

(6) Provide follow-up care as needed to each patient participating in the Operation Mend Program.

b. UCLA/Operation Mend will:

(1) Participate in a mutual evaluation with Brooke Army Medical Center physicians that will be facilitated by VTC. This VTC will occur no less than once a month.

(2) Supervise procedures done at UCLA and maintain correspondence with regards to progress of patients and future surgeries.

(3) Provide coordination and liaison between UCLA, Brooke Army Medical Center, and the Burn Center, for coordination of travel for patients receiving further treatment through the Operation Mend program. The UCLA case manager will communicate with the case management team at BAMC to maximize the available resources of Operation Mend in transporting the patient to California for care.

(4) Transmit medical records and documentation of care to BAMC.

(5) Provide follow-up care as needed to each patient participating in the Operation Mend Program.

SUBJECT: Facilitation of Patient Referral and Treatment with Ronald Reagan University of California Los Angeles (UCLA) Medical Center/Operation Mend

6. Specific Responsibilities and Understandings:

a. Candidate Selections.

(1) These patients will be selected by collaboration between physicians at both locations (i.e. UCLA and BAMC).

(2) Discussions about potential candidates may be conducted by phone, by email, in person, or via video-conferencing.

b. Receiving Medical Records from Referring Facility.

(1) These records must include all medical documentation including: photographs, X-Rays, CT Scans, MRIs, images, scans, and post-operative notes, etc.

(2) A designated POC will accept and distribute the records to the Operation Mend Medical staff, for review.

(3) Each party acknowledges that it will comply with the applicable portions of the regulations promulgated in 45 CFR Parts 180, 162, and 164 under the Health Insurance Portability and Accountability Act of 1996, as subsequently amended (collectively "HIPAA") and that it will comply with such applicable regulations on or before the date that compliance is required by regulations. All capitalized terms in this section not defined herein shall have the meanings set forth in 45 CFR Parts 160 and 164 (the "Privacy Standards"). Nothing in this Agreement will be construed to require a party to use or disclose Protected Health Information ("PHI") other than in accordance with the Privacy Standards and applicable law. Each party agrees that only Minimum Necessary PHI will be requested to accomplish the intended purpose of the request. Each party represents that any Business Associate that requests or receives PHI on behalf of such party shall have entered into an agreement with such party that contains the written assurances required by the Privacy Standards, subject to any modifications required by state law.

c. Special Needs Assessments.

(1) The referring facility will contact the patient for all concerned needs.

(2) It is the responsibility of the referring facility to fully disclose any additional information within its knowledge and that may affect the patient's care including but not limited to: psychological or behavioral issues, pain management issues, other medical ailments, and acute or chronic issues.

(3) The referring facility must also inform the Operation Mend staff of any dangerous behavioral tendencies related to the patient and/or guests.

SUBJECT: Facilitation of Patient Referral and Treatment with Ronald Reagan University of California Los Angeles (UCLA) Medical Center/Operation Mend

(4) The Operation Mend Coordination staff will make an additional, non-medical special needs assessment regarding unique arrangement and accommodation needs for each individual and his/her accompanying guests (non-medical attendants including family, friends, etc.).

d. Establishing Dates and Times for the Initial Consultation:

(1) The Operation Mend Clinical Coordinator is responsible for contacting a BAMC Case Management representative to discuss potential dates and times for the soldier's initial consultation with UCLA's team of doctors.

(2) Once the consultation has been made, the Operation Mend Clinical Coordinator will send an email confirming the selected day/time to the facility's case manager and/or referring physician, the Operation Mend Program Manager and Assistant Coordinator(s), and the Buddy Family Coordinator.

e. Updating and Communicating with Referring Facility's Care Coordinators and Medical Team:

(1) Video-teleconferencing sessions, emails and phone calls will be utilized as the standard flow of facilitating the standard flow of information for direct medical care, it will also be used for potential new patient referrals, patient check-ups, and administrative and clinical meetings.

(2) A monthly video-teleconference will occur between the Operation Mend Medical Director and the Lead Surgeon at Brooke Army Medical Center, to provide monthly updates on all patients and their current conditions.

(3) A monthly administrative team video-teleconference will occur between both facilities' coordinating teams to discuss all patients and any issues that need to be addressed.

f. Per Diem and Ground Travel Reimbursement. Active duty service members and their family members shall not accept payment by UCLA Medical Center/Operation Mend to offset any expense(s) that they may incur as a result of their travel(s) with the active duty soldier member unless authorized by federal law. Any gifts provided to active duty service members or their families will be sent through the referring facilities gift coordinator and legal office for review.

g. Post-Consultation and Post-Operative Oversight Management and Communication:

(1) The Operation Mend Clinical Coordinator is responsible for sending all treatment documentation, including post-consultative and post-operative notes, to the referring facilities

SUBJECT: Facilitation of Patient Referral and Treatment with Ronald Reagan University of California Los Angeles (UCLA) Medical Center/Operation Mend

case manager and/or referring physician(s) and medical team.

(2) Follow up notes and suggestions for consecutive treatments will be discussed by the medical staff at each facility. The Operation Mend Clinical Coordinator is responsible for communicating any additional follow up plans and ensuring their execution.

h. Program Manager.

(1) The initial notification should be made directly to the Operation Mend Program Manager. If it is made to a clinician or another member of UCLA's staff, it should then be communicated to the Operation Mend Program Manager to ensure that case management is properly executed.

(2) The Program Manager is the central point of contact for all questions regarding Operation Mend. He/she acts as the access point to assist in the smooth and reliable flow of information among:

- Military Medical Facilities;
- Case Managers;
- Key Military Officials and their Staff;
- Clinical Divisions within UCLA Health System;
- Executive Leaders and Senior staff at UCLA; and
- Other Departments at UCLA (Media, Fund Development, Marketing, etc.).

(3) In addition, the Program Manager is responsible for overseeing the care coordination of all Operation Mend Patients while at UCLA. Specific duties include but are not limited to:

- Coordinate local housing, air and ground transportation, and appointment scheduling for the military personnel and their guests;
- Communicate with patients, family members, case managers, caregivers, and administrative and support staff;
- Communication directly with the referring facilities designates as it relates to patient itineraries, post operative notes and other clinical information as needed;
- Work with the UCLA Nurse Case Manager to ensure coverage for care coordination on surgery days and over the course of treatment; and
- Synchronize office visits and procedure dates with the clinical departments, Operation Mend Coordinators, and Case Managers.

i. Lead Coordinator at Referring Facility.

(1) The Lead Coordinator at the referring facility (i.e. BAMC) is the key point of contact on all patient coordination with UCLA's Operation Mend program. The individual is

SUBJECT: Facilitation of Patient Referral and Treatment with Ronald Reagan University of California Los Angeles (UCLA) Medical Center/Operation Mend

responsible for, obtaining and distributing all documentation and program paperwork to the patients and clinical staff.

(2) The Lead Coordinator ensures the continuity of care for patients returning from UCLA back to the referring facility.

(3) This coordinator works with the clinical faculty at BAMC to help identify potential candidates for Operation Mend and communicates directly with the staff at UCLA.

(4) Specific Duties include but are not limited to:

- Counsel all OIF/OEF Wounded Warriors requiring plastic surgery about Operation Mend;
- Obtain an MD referral from ISR/OMFS at BAMC or referring facility;
- Assist patients in filling out the "Intake" packet for Operation Mend and forward it to Operation Mend's Clinical Coordinator;
- Answer all of the patient and his/her family's questions regarding the initial consultation at UCLA;
- Contact Operation Mend Program Manager and Clinical Coordinator when a new patient is ready for his/her initial consult;
- Follow up with each patient within 72 hours of his/her arrival back to BAMC after each trip to UCLA; and
- Maintain files for each patient in the Operation Mend program.

j. Clinical Coordinator.

(1) The Clinical Coordinator at UCLA is the main point of contact for all clinical coordination between the medical staff at UCLA and the medical staff and case management staff BAMC.

(2) The Clinical Coordinator will ensure all proper documentation is completed and distributed to the appropriate parties in a timely manner.

(3) Is directly responsible for overseeing and communicating all formal documentation between each facility's designated personnel.

(4) The Clinical Coordinator is responsible maintaining all referrals, authorizations, and patient information and contact lists.

(5) Specific duties include but are not limited to:

- Coordination of referrals and surgical care for Wounded Warriors;
- Sharing UCLA patient medical records and all other documentation to BAMC (or

SUBJECT: Facilitation of Patient Referral and Treatment with Ronald Reagan University of California Los Angeles (UCLA) Medical Center/Operation Mend

referring facility's) Lead Coordinator and designated recipients; and

- Follow-up with BAMC (or referring facility's) Lead Coordinator regarding continued care for patients.

k. Volunteer Nurse Case Manager at UCLA.

(1) The Volunteer Nurse Case Manager oversees the care of all Operation Mend patients during their course of treatment at UCLA.

(2) The Volunteer Nurse Case Manager will ensure that that all of the patient's clinical needs are met and questions are answered. Assigned duties include wound care education and demonstration, and follow-up and post-operative check-ins.

(3) Specific duties include but are not limited to:

- Collaboration with all Operation Mend Staff to assist with weekly patient tasks;
- Assisting Operation Mend patients on the day of surgery with pre-operative care, hospital throughput, and recovery;
- Advocating for patient and families and ensuring all clinical needs are met at all times;
- Collaboration with Brooke Army Medical Center as needed to promote continuity of care.

7. Resources. This agreement is gratuitous.

8. Implementation Instructions.

a. It is understood and agreed that the parties to this MOA may revise or modify this MOA by written amendment hereto, provided such revision or modification is mutually agreed upon and signed by the authorized representative of both parties.

b. This MOA will be subject to review annually by the BAMC Command Judge Advocate for the purpose of incorporating changes required by statutes, Executive Orders, or MEDCOM policies and such changes are to be incorporated by a modification to this MOA or by a superseding MOA. Any changes and/or updates, should be coordinated through Resource Management Division's Support Agreement Manager (SAM).

c. Either party may terminate this MOA by providing thirty (30) days advance notice of the effective date of termination. BAMC may also terminate this MOA unilaterally and without prior notice in cases of military necessity.

d. This MOA is effective on the date of final signature by all parties and will remain in effect indefinitely.

SUBJECT: Facilitation of Patient Referral and Treatment with Ronald Reagan University of California Los Angeles (UCLA) Medical Center/Operation Mend

9. Primary points of contact and mailing addresses for this agreement are as follows:

- BAMC/USAISR Burn Center: 3851 Roger Brooke Drive, San Antonio, Texas 78234.  
(210) 916-5331.

Director: [evan.renz@us.ainiy.mil](mailto:evan.renz@us.ainiy.mil) (210) 916-3301  
Assistant Director: [booker.king@amedd.army.mil](mailto:booker.king@amedd.army.mil) (210) 916-3301  
Administrative Assistant: [helen.wessel@amedd.army.mil](mailto:helen.wessel@amedd.army.mil) (210) 916-3301  
Reconstructive Surgery: [robert.j.spenceamedd.army.mil](mailto:robert.j.spenceamedd.army.mil) (210) 916-3030  
Case Manager, BAMC: [lisa.gustafson@amedd.army.mil](mailto:lisa.gustafson@amedd.army.mil) (210) 916-3301  
VTC Coordinator, USAISR: [ken.weber@amedd.army.mil](mailto:ken.weber@amedd.army.mil) (210) 916-3219

- Ronald Reagan UCLA Medical Center, 757 Westwood Plaza, Los Angeles, CA 90095,  
(310) 825-9111.

Professor and Chief UCLA Division of Plastic Surgery: Timothy Miller, MD  
[tmiller@mednet.ucla.edu](mailto:tmiller@mednet.ucla.edu) (310) 825-5644  
Executive Director: Shannon O'Kelley, Operations [sokelley@mednet.ucla.edu](mailto:sokelley@mednet.ucla.edu) (310) 794-9130  
Administrative Assistant Plastic Surgery: Patty Alarcon [palarcongmednet.ucla.edu](mailto:palarcongmednet.ucla.edu) (310) 206-8134  
Assistant to Dr Miller/Case Manager: Carolyn Casillas [ceasillasmednet.ucla.edu](mailto:ceasillasmednet.ucla.edu) (310) 825-5898  
Operation Mend Manager: Melanie Gideon [mgideon@mednet.ucla.edu](mailto:mgideon@mednet.ucla.edu)

FOR (Brooke Army Medical Center):

FOR (UCLA Hospital System):



Brigadier General, MC  
Commanding

18 March 2011

(Date)



Associate Vice Chancellor & CEO  
UCLA Hospital System

March 18, 2011

(Date)



REPLY TO  
ATENTION OF

DEPARTMENT OF THE ARMY  
USARMY INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT GORDON  
307 CHABERLAIN AVENUE  
FORT GORDON, GEORGIA 30905-5730

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE GARRISON COMMANDER FORT GORDON, GEORGIA  
AND  
THE AUGUSTA WARRIOR PROJECT

SUBJECT: Army Career Alumni Program and Reintegration/Transition Support

1. References:

- a. . Secretary of the Army Transition Policy, 29 August 2011.
- b. HODA EXORD 054-12, ISO Army Transition, 29 December 2011.
- c. Army Transition Implementation Plan, 2 February 2012.
- d. DODD 1332.35, Transition Assistance for Military Personnel, 9 December 1993.
- e. DODI 1332.36, Pre-Separation Counseling for Military Personnel, 14 February 1994.
- f. HODA EXORD 178-11, Mobilization Command Support Relationships and Requirements Based Demobilization Process, 14 April 2011.
- g. Chapter 58, Title 10, United States Code, Sections 1142, 1143, 1143A and 1144.
- h. VCSA Memorandum for Leaders, Army Career and Alumni Program, 24 November 2010.
- i. Army Regulation 27-20, Claims, 08 February 2008.
- j. Veterans Opportunity to Work to Hire Heroes Act (VOW Act), Public Law 112-56, 21 Nov 11.

2. Purpose. The purpose of this MOA is to codify an existing working relationship between US Army Garrison Fort Gordon and the Augusta Warrior Project (AWP), by which we synchronize the efforts of Army Campaign Plans and the charter of the AWP to adequately prepare Service Members for a successful reintegration and transition to the Civilian workforce.

3. Scope. The area of responsibility includes the US Army Garrison (USAG), Fort Gordon, Georgia. The mission areas covered in this MOA, include Army Career and Alumni Program (ACAP), Army Education Center Fort Gordon, and Army Community Services (ACS). US Army Garrison Fort Gordon also will conduct close coordination with the Dwight D. Eisenhower Medical Center (DDEAMC) to cater to its population.



IMGO-ZA

SUBJECT: Army Career Alumni Program Support

a. ACAP's mission is to provide comprehensive transition services and job assistance to Military personnel, Department of the Army Civilians (DACs), and their authorized Family Members that empower them to make informed career decisions that enhances lives, communities and our nation. ACAP's objectives are:

(1) Pre-separation Counseling. Provides Congressionally mandated pre-separation counseling on transition assistance services and benefits available.

(2) Job Fair Events. Provides a venue for employers interested in hiring Veterans and transitioning Service Members to network with prospective applicants.

(3) Employment Assistance. Provides employment assistance, as mandated by Public Law 112-56, to help Veterans and transitioning Service Members gain marketable skills to find a job easier.

b. The Education Center mission is to connect Service Members with education opportunities at Army approved institutions of higher learning and to facilitate the utilization of Tuition Assistance and GI Bill benefits.

c. The mission of Army Community Service (ACS) is to assist commanders in maintaining readiness of individuals, Families, and communities by developing, coordinating, and delivering services which promote self-reliance, resiliency, and stability during war and peace.

d. The local chapter of AWP has the mission to connect Warriors and their Families who live in the Greater Augusta area of Georgia and South Carolina with resources that improve their lives. AWP's objectives are:

(1) Connect. Find and link Warriors to the AWP network of resources.

(2) Educate. Inform Warriors of the services and opportunities available to them.

(3) Advocate. Ensure Warriors receive the support they have earned.

(4) Collaborate. Work with partners at all levels to facilitate total warrior care.

4. The USAG Fort Gordon shall agree to the following provisions:

a. Provide office space for an AWP representative(s) within the constraints of space available.

b. Publicize AWP programs as part of the Ready and Resilient (R2C) marketing plans.

c. Provide access to the installation for AWP representative(s), in accordance with Fort Gordon's policies and regulations. Provide installation orientation to ensure AWP representative maintain currency with policies and regulations. Access requires a valid driver's license or other photo identification, proof of insurance, and vehicle registration.

IMGO-ZA

SUBJECT: Army Career Alumni Program Support

d. Inform and coordinate with AWP representative(s) any installation activities that involve ACAP or education programs, particularly those activities that involve the safety and security.

e. At the end of each quarter submit to the AWP a summary of the ACAP's services and programs offered to transitioning Service Members.

f. Openly share all results of ACAP evaluations/surveys given to transitioning Service Members.

g. Provide utilities according to DA directives, Garrison Commander policy and budgetary constraints.

h. Provide janitorial service, in accordance with Garrison Commander policy.

i. Schedule regular meetings with AWP representative(s) under the supervision of the Director of Human Resources (OHR) to discuss programs, pertinent issues, and concerns relating to program operation. Meetings will be facilitated monthly, or as needed.

j. Provide equipment on a temporary basis, as needed.

5. Augusta Warrior Project agrees to the following:

a. To use the assigned office for the purpose of synchronizing Military programs designed to educate reintegrating and transitioning Service Members about opportunities after Military service with the technical expertise and linkage to local, regional, and national initiatives resident in AWP; to provide all necessary office material, project supplies, and equipment; to provide commercial telephone service for all off-post service; to provide all office machine requirements (i.e. filing and storage cabinets, computers, printers and photocopy service).

b. To provide the Director of Human Resources with written notification of all temporary and permanent changes in staff, office hours and policies at least five working day before the effective date.

c. Ensure that AWP staff entering Fort Gordon abides by Army and Fort Gordon regulations and installation policies.

d. To conduct AWP services in areas assigned by the OHR and to ensure that all areas are left in an orderly state with all furnishings and materials in original order; to inventory, sign for, accept responsibility and accountability for any government-owned property used on a temporary basis.

e. At the end of each quarter, submit to the OHR a summary of the AWP's services and programs offered to transitioning Service Members.

IMGO-ZA

SUBJECT: Army Career Alumni Program Support

f. . Openly share all results of AWP evaluations/surveys given to transitioning Service Members.

g. Notify the OHR of a planned office closing during the negotiated hours of operation at least five workdays prior to the closing date.

6. Any claims against the United States Army Garrison must be presented in writing to the Garrison Commander, as soon as possible. Upon notification, the Garrison Commander will order an investigation, evaluation, and determination of liability, in accordance with AR 27-20. The appointed claims officer will coordinate with AWP to expedite the investigation and settlement of the claim.


7. Any portion of this MOA which hereafter is determined to be in violation of Federal laws, Army regulations, or which would (if enforced) cause such a violation is null and void and shall not affect, in any way, the remaining provisions of this agreement.

8. Effective date, termination, modification, or revision:

a. This agreement is effective upon the signature of all parties and will remain in effect until cancelled by either party. The parties will convene to review this MOA at least once per year to implement modifications, as necessary, or to cancel the agreement.

b. Each renewal will be under the same terms and conditions as set forth herein.

c. This agreement is subject to changes required by command policy or regulatory requirements.



President and CEO  
Augusta Warrior Project

4/15/2014

(Date)



Colonel, SC  
Commanding

<././S- / 2df'f

(Date)

COMMANDER, NAVY REGION SOUTHWEST  
937 N. HARBOR DRIVE  
SAN DIEGO, CA 92132

MILITARY TRANSITION SUPPORT PROJECT  
5251 VIEWRIDGE COURT  
SAN DIEGO, CA 92123

CNRSW  
1754

14 November 2014  
N00242-20140731-D35-  
MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COMMANDER, NAVY REGION SOUTHWEST  
AND  
MILITARY TRANSITION SUPPORT PROJECT**

Subj: MILITARY TRANSITION SUPPORT PROJECT

1. Purpose. The purpose of this Memorandum of Understanding (MOU) is to set forth certain cooperative support between Commander, Navy Region Southwest (CNRSW) Fleet and Family Support Program (FFSP) and certain support services to be provided by the Military Transition Support Project (MTSP). These services will be provided on a non-reimbursable basis.

2. Background. MTSP is a coalition of public and private agencies and nonprofit collaborations. MTSP organizes and ensures a comprehensive, coordinated network of employment and social service supports for service members and their families who stay in San Diego. With support of CNRSW, MTSP will connect these service members and their families to community resources before they leave the military and at least 12 months post-military service.

3. Scope. This MOU clarifies services that CNRSW and MTSP will provide and further outlines general areas of agreement.

4. Responsibilities. Administration of this agreement shall not create any obligations upon any appropriated or non-appropriated funds available to the U.S. Navy.

a. CNRSW FFSC will:

(1) Provide certain support services on a non-reimbursable basis as set forth herein.

Subj: MILITARY TRANSITION SUPPORT PROJECT

(2) Designate a point of contact (POC) to coordinate with MTSP.

(3) Work with MTSP to develop a presentation for use during TGPS courses.

(4) Transition, Plan, Goals, Success (TGPS) facilitators will present the MTSP opportunity for service members and their families staying in San Diego. Allocate a maximum of 30 minutes on Monday morning during TGPS class to present the MTSP opportunity, with daily reminders the rest of the week.

(5) Provide on-going program publicity including, but not limited to posters and flyers (provided by MTSP).

(6) As possible, provide access to computers with internet access for members to register in the MTSP website.

(7) CRNSW does not guarantee any level of enrollment or involvement by transitioning military members or their families into the MTSP program/project.

b. MTSP will:

(1) Provide a central organizing point for all regional community-based resources including education and job, basic needs, mental/physical health, and social/ personal connections supportive services.

(2) MTSP will assist individuals by allowing them to sign up for ongoing MTSP support after they transition to the civilian community via a technology platform that accesses a vast array of community services and offers in-person support to identify appropriate services as needed without regard to race, gender, sexual orientation, religion, color, national origin, age or political affiliation.

(3) Technology and in-person support will provide comprehensive access to job openings and/or education, basic needs, mental/physical health and social/personal connections supportive services information in the San Diego commuting area without preferential treatment to any organization or entity.

(4) Submit reports about results of follow-up and support with patrons to ensure they are connected with needed

Subj: MILITARY TRANSITION SUPPORT PROJECT


community support and services during Operations Committee meetings (of which CNRSW is a member).

(5) Status of representatives. At all times during the provision of services representatives of MTSP shall remain agents of that entity for all purposes, including liability for any act or omission, negligence or error in judgment by said representatives, and shall not act, or hold themselves out, as agents for the Department of Navy. Representatives of MTSP shall provide their services in an ethical business-like manner, dealing honestly and fairly with all clients they serve.


5. Costs. All costs and expenses incidental to providing services described herein, including but not limited to compensation for services, transportation expenses and insurance shall be borne by MTSP. CNRSW shall not incur any costs or financial obligations as a result of this agreement.


6. Changes. Changes/amendments may be made to this agreement by mutual written consent of both parties, and will be recorded and published as addenda to this agreement within 30 days.

7. Termination. This agreement may be terminated by mutual consent of both parties. This agreement will remain in effect for five (5) years or until superseded or terminated. Either party may terminate this agreement upon 30 days' prior written notification to the other party.

  
Executive Vice President  
211 San Diego  
Co-chair, Military Transition  
Support Project

 11/7/14  
Date  
Acting Comptroller, NRSW

  
Director  
San Diego Military Family  
Collaborative  
Co-chair, Military Transition  
Support Project

 11/20/14  
Date  
Rear Admiral, U.S. Navy  
Commander, Navy Region Southwest



## MEMORANDUM OF UNDERSTANDING

BETWEEN  
FORT KNOX  
AND



UNIVERSITY OF LOUISVILLE

### 1. Introduction

Fort Knox is the home of the United States Army Accessions Command and subordinate commands including the United States Army Cadet Command and the United States Army Recruiting Command. Fort Knox also consists of the US Army Garrison-Fort Knox and numerous tenant organizations to include: US Army Human Resources Command, 3<sup>rd</sup> Sustainment Command (Expeditionary), 3/1 Brigade Combat Team, 19<sup>th</sup> Engineer Battalion, Ireland Army Hospital, 100<sup>th</sup> Training Division, the 11<sup>th</sup> Theater Aviation Command, 84<sup>th</sup> Training Command, and the Army Reserve Readiness Training Center.

The University of Louisville, located in Louisville, Kentucky, is a state supported research university offering baccalaureate through Ph.D. degrees. The undergraduate schools and colleges include Arts & Sciences, Business, Education and Human Development, Engineering, Music, and Nursing and the graduate/professional schools are law, medicine, dentistry, public health, and social work. The eleven schools and colleges are located on three campuses, with the Belknap Campus as the main university site. The Health Sciences Campus combines research with clinical services to create an atmosphere for new discovery in areas such as, cancer, stroke, regenerative heart muscle, diabetes, physical medicine & rehabilitation, spinal cord injury, neural network research, and neurology. University of Louisville researchers are consistently awarded grants from the NIH, NSF, NASA, DOD, DOE, VA, and other federal and state agencies to continue valid and rewarding work related to human health needs.

The parties are entering into this non-binding Memorandum of Understanding to provide a general overview of the relationship between the university and the military installation. The parties recognize the considerable value of the partnership between Fort Knox and the University of Louisville in helping to achieve the Army's community relations goals and the goal of "reconnecting" the Army with American communities and organizations. The University's status in the local community can assist Fort Knox in establishing contacts with key "centers of influence" in the community. As a federal instrumentality governed by federal ethics and acquisition rules, Fort Knox is prohibited from formally endorsing or appearing to endorse any specific non-federal entity. The parties recognize that this agreement of mutual support is not an enforceable contract at law and that it is not intended to violate any existing laws, regulations, or policies of either party.

Kentucky's mandate for the University of Louisville is to "be a premier, nationally recognized metropolitan research university" which translates into a strong commitment to educational excellence, economic development, and improving the quality of life for the citizens of our state.

Within the spirit of a community relations program authorized by Army Regulation 360-1, the relationships between Fort Knox and the University of Louisville can reinvigorate and strengthen the communities in a successful partnership that includes, but is not limited to, communication and mutual support in education, health care, engineering, business, medicine, leadership, and intercollegiate athletics, to support the needs of Soldiers and Families. This partnership can also promote a professional exchange between University faculty, staff, students, Soldiers and their Families.

## **2. Existing Relationships**

Recognizing that this statement of mutual support is not an enforceable contract at law and that it is not intended to violate or replace any existing laws, regulations, or policies of either party, the areas of potential cooperation include those activities or initiatives either entity considers desirable and feasible to foster and develop this cooperative partnership. It also recognizes that a number of existing agreements are already in existence between the University and Fort Knox, to include delivery of post-secondary courses and distance education, ROTC programs, and health care delivery and health care training agreements.

## **3. Areas of Cooperation**

The collaboration may be carried out, subject to the authority, funding and approval of each institution, through programs or activities that enhance the engagement of the partnering communities. Examples of joint programs include the following:

- Participation in research activities that benefit the Fort Knox community and medical research at U of L to include, but not limited to: health services; behavioral health activities involving Traumatic Brain Injury and Post Traumatic Stress Disorder; Stress Management; Disease Management; Family Financial Counseling; Comprehensive Fitness programs for Soldiers and Families for Combat/Deployment Readiness. Research related to military personnel will require coordination with the Office of the Army Surgeon General.
- Creation of leadership programs to foster an informed corps of military and university leaders.
- Conducting seminars and training conferences in the areas of: human resources, workforce leadership, business, engineering, international culture, language, and other areas where expertise exists among Fort Knox and University personnel.
- Special athletic development programs and events to highlight the collaboration between Fort Knox and the University.
- Expansion of the University of Louisville program within the Army Continuing Education Services (ACES) at Fort Knox. Post-secondary education offerings are subject to the Army's and University's existing regulatory structure.



- Exchange of business and engineering ideas and projects such as Fort Knox Morale, Welfare and Recreation businesses, energy conservation in housing and office buildings.
- Participation in sustainability initiatives to reduce energy, use of stored energy, and audits of facilities for energy management planning.
- Creation of better educational programs to accommodate the diverse needs of Soldiers and their Families in order to make completion of degree programs more accessible.
- Fostering a relationship among Fort Knox, the University, and the city of Louisville for Soldiers and Families to enhance “military inclusivity and veteran friendly” atmosphere on campus and in the community.
- Summer academic and athletic camps for children of Fort Knox Families.

The terms of the collaboration and the necessary budget for each initiative shall be fully discussed and mutually agreed upon prior to the initiation of any activity. Each organization will designate a co-coordinator to develop, monitor, and implement specific initiatives or activities. The parties agree that this Memorandum of Understanding is not binding and may not be enforced against the other party by any legal or equitable right or action.

#### 4. Effective Date of Agreement

This Memorandum of Understanding will remain in force until such time as either party feels the need for any amendment and/or modification. Either party may withdraw from the agreement upon written notification to the other party, which notice shall be effective when provided to the other party. The MOU will be reviewed every 5 years or sooner as each institution determines. Either party reserves the right to terminate this MOU.

For **Army Accessions Command Fort Knox**

For the **University of Louisville**



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Lieutenant General, U.S. Army



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President

8.29.11  
Date

8-30-11  
Date

# JOINT BASE SAN ANTONIO AND SAN ANTONIO COMMUNITY PARTNERSHIP Governance Charter

## 1. Introduction

### 1.1. Purpose of Organization

The purpose of the San Antonio Community Partnership (SACP) is to promote partnership and collaboration between Joint Base San Antonio (JBSA), State and local governments, community organizations, and local businesses. The SACP will propose and manage public-public and public-private (P4) initiatives to achieve savings in energy efficiency, joint purchasing, and morale, welfare, and recreation (MWR) services. The ultimate aim of the SACP is to sustain and increase the military value of JBSA and support the economic vitality and quality of life in the region.

Commander's Intent: The intent of the SACP program is to institute a cross-functional task force and formal process that leverages existing assets and resources in JBSA and the San Antonio community to create synergies to achieve operational efficiencies and effectiveness. The ultimate goal is to reduce 502d ABW's installation support operating costs while generating robust partnerships to preserve JBSA's critical military missions and to support the economic vitality of the San Antonio region.

### 1.2. Background

As a result of Base Realignment and Closure (BRAC) 2005, installation support functions at Fort Sam Houston and Camp Bullis were combined with those at Randolph and Lackland Air Force Bases under a single organization to form the largest joint base in the Department of Defense: Joint Base San Antonio (JBSA). Employing 80,000 people, JBSA is the largest employer in San Antonio, supporting more than 250,000 personnel in the regional area, comprising a total plant replacement value of \$10.3 billion, and executing an annual budget of \$240 million.

According to a study commissioned by the City of San Antonio's Office of Military Affairs and Economic Development Department, the Department of Defense (DoD) provided a \$27.7 billion economic impact to the San Antonio community in 2011. The largest economic activity contribution was from Joint Base San Antonio (\$19 billion), followed by DoD contracts (\$6.5 billion) and military retirees (\$2.2 billion).

On 3 Jan 2013, 10 USC § 2336 was signed into law, increasing DoD/Service latitude in pursuing intergovernmental support agreements. In order to capitalize on this authority

while continually striving to provide unrivaled installation support, the 502 ABW and JBSA Installation Commander, hosted a forum with community leaders and mission partners to discuss opportunities for P4 partnerships on 21 February 2014.

### 1.3. Guiding Principles

- The SACP is a consensus based collaborative body. All partners should be prepared to contribute resources and to send consistent representation to all official meetings and working groups to keep driving initiatives forward.
- The JBSA and SACP will construct and abide by a formal process for proposing and managing P4 initiatives to include working together to gather and share the data necessary to analyze the cost savings potential of each initiative, including current costs and scope of work, approving an initiative for implementation, and reporting metrics that track each initiative's effectiveness.
- Participation is critical in obtaining approval to proceed with each proposed initiative. The JSBA and SACP will identify both short-term and long-term initiatives for consideration.
- It is recognized that each SACP member may only take actions that are within its respective legal authority and are in the best interests of its respective organization. No member is authorized to speak for the SACP nor make any representations to the public or others on behalf of the SACP.
- Members may enter into a non-disclosure agreement to protect the confidentiality of the information shared, subject to the requirements of applicable law.
- Together participating members will develop and maintain a sustainment plan for the SACP.

### 1.4. Key Drivers

As military installations continue to plan for the fiscal impact of a declining U.S. DoD budget, bases are being encouraged to engage in innovative community partnerships designed to continually seek savings and efficiencies through economies of scale and provide tangible benefit to the installation's host community. These are common goals upon which the JBSA and SACP can build a portfolio of P4 partnerships in San Antonio and the surrounding region. Benefits include reducing operating and service costs/ risks and achieving economic goals and interests. In addition, this P4 partnership provides the surrounding community and JBSA an opportunity to demonstrate JBSA's sustainability and efficiency, as well as the vast, positive impact JBSA has on the economic vitality of the San Antonio region. Moreover, this partnership provides a platform that showcases JBSA's direct support to the myriad of critical missions that are of strategic, vital importance in the defense of the Nation.

## 2. Scope

### 2.1. Primary Tasks/Objectives

The JBSA and SACP will maintain a common operating picture over the portfolio of P4 initiatives, initially focusing on energy efficiency, joint purchasing, and morale, welfare, and recreation (MWR) services. The JBSA and SACP will negotiate and document the terms of each initiative, set priorities, track cost savings, and retain historical records (both approvals and disapprovals). Priorities have been established with the 502d ABW/CC choosing three for the JBSA and SACP initially accepting

- 1) **Improving Facilities/Systems/Infrastructure Sustainment**
- 2) **Accelerating JBSA energy goals and reducing energy costs**
- 3) **Preserving Quality of Life Programs/Services**

The SACP will not create agreements that obligate parties without the express consent of other impacted parties. The SACP does not have the ability to act unilaterally, but acts only with the consent of the parties to each agreement.

## 2.2. Roles and Responsibilities

- 2.2.1. The SACP will be comprised of the Executive Council, the Working Groups, and Functional Teams as appropriate.
- 2.2.2. Members include Joint Base San Antonio, public and private partners which, encompass but are not limited to: State of Texas, Bexar County, City of San Antonio, Universal City, CPS Energy, San Antonio River Authority, Port Authority of San Antonio, Alamo Area Council of Governments, Defense Transformation Institute, Chambers of Commerce, local and Community Colleges, City of Schertz, City of Converse, Kendall County, Brooks Development Authority, San Antonio Area Foundation and Northside Chamber of Commerce.
- 2.2.3. The SACP Executive Council should consist of individuals able to provide strategic guidance, leadership, and decision making. It is recognized that these individuals may not be able to attend all meetings. Therefore, each member may delegate another individual with similar authority from their organization as their representative to the Executive Council.
- 2.2.4. The SACP Working Group will be comprised of senior individuals able to provide advice on policy, organizational capabilities, and insight into how their organization can support a partnership opportunity. The SACP Working Group will be the main body responsible for identifying and executing P4 initiatives.
- 2.2.5. Functional Teams will consist of subject matter experts convened to address viability and to make recommendations on the initiatives.
- 2.2.6. This document is a living document subject to change by partner consensus.

**EXECUTED** and **AGREED** to this the 5<sup>th</sup> day of August, 2014.

**Signatures:**

[Redacted Signature]

[Redacted Signature]

5 Aug 14  
Date

Print Name



*Joint Base San Antonio*



*Office of the Governor  
State of Texas*

Print Name

Date

[Redacted Signature]

[Redacted Signature]

8/5/14  
Date

Print Name



*City of San Antonio*

[Redacted Signature]

[Redacted Signature]

8/5/14  
Date

Print Name



*City of Universal City*

[Redacted Signature]

[Redacted Signature]

5 AUG 2014  
Date

Print Name



*City of Schertz*



*Alamo Area Council  
of Governments*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*



*Defensive Transformation  
Institute*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*



*12<sup>th</sup> Flying Training Wing*



\_\_\_\_\_  
*Print Name*

AUGUST 5, 2014

\_\_\_\_\_  
*Date*



*149<sup>th</sup> Fighter Wing*



\_\_\_\_\_  
*Print Name*

5 AUG 2014

\_\_\_\_\_  
*Date*



*433<sup>rd</sup> Airlift Wing*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*



*Air Education  
& Training Command*

Print Name

Date



*U.S. Army North  
Fifth Army*

Print Name

Date



*CPS Energy*



Print Name

8/5/14  
Date



*Port San Antonio*



Print Name

5 AUG 14  
Date



*37<sup>th</sup> Training Wing*



Print Name

12 AU  
Date



*Alamo Area MPO*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*



*Bexar County*

\_\_\_\_\_  
*Print Name*

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*Date*



*Wilson County*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*



*San Antonio River  
Authority*

\_\_\_\_\_  
*Print Name*

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*Date*



*San Antonio Water  
System*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*





*Kendall County*

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*Print Name*

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*Date*



*Installation  
Management Command*

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*Print Name*

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*Date*



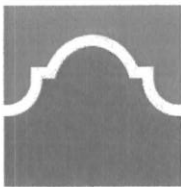
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*Alamo Colleges*

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