AGREEMENT
BETWEEN

DEPUTY ASSISTANT SECRETARY (CONTRACTING) ASSISTANT SECRETARY (ACQUISITION)

AND

THE AIR FORCE OFFICE OF SPECIAL INVESTIGATIONS

This is an agreement between the Deputy Assistant Secretary (Contracting), Assistant Secretary Acquisition and the Air Force Office of Special Investigations (AFOSI).

1. **BACKGROUND**: The procurement process is one of the Air Force's top priorities when it comes to combating criminal activity and protecting our installations from terrorist activities. Our objective is to formalize a closer working relationship to help identify and prevent fraud in the acquisition process as well as provide a cross flow of information that will enable the Air Force to protect our people and equipment from terrorist threats. We will accomplish this objective by sharing existing procedures, manpower and training wherever practicable. The intent is to have both communities planning, working, and training together to provide the Air Force with the best means to proactively accomplish our objectives.

2. **AUTHORITY:** AFOSI fraud investigative mission provides a special service stated in the Air Force Mission Directive 39. This reference assigns AFOSI responsibility to prevent and detect contract fraud as well as force protection support for the Air Force.

3. **PURPOSE:** This Memorandum of Agreement (MOA) establishes the overall organizational relationship and responsibilities between the Air Force Office of Special Investigations (AFOSI) and the Deputy Assistant Secretary (Contracting) Assistant Secretary Acquisition (DAS). We agree in principle to make every effort to plan, work and train together at all levels. This new teaming relationship will serve as a true force multiplier and provides the ability to cross-leverage the disciplines and capabilities of both organizations that will ultimately enhance the AFOSI's ability to protect the Air Force from external fraudulent activity and terrorist threats.

   A aspect of this partnership is the development and implementation of a joint anti-terrorism initiative that uses the Eagle Eyes Program as a proactive tool to provide enhanced awareness to the acquisition community on a global scale, to include our contractors. This joint initiative will provide pertinent information on the vulnerabilities and risks we currently face as a nation and community. It will further provide the tools and sources that will serve to mitigate these risks.

RESPONSIBILITIES OF THE PARTIES:

HQ AFOSI WILL

a. Direct each AFOSI detachment to jointly develop an annual fraud plan with the Base Contracting Office.

b. Provide policy and guidance on how to develop and execute a joint fraud plan.

c. Direct each AFOSI detachment to team with a designated Contracting POC (CONS POC) to execute the joint fraud plan and provide mutual assistance and advice when appropriate on contract fraud investigations to include those related to the government-wide purchase card.

d. Direct each AFOSI detachment to share information of possible systemic weaknesses if identified during investigations or target surveys to the appropriate commander so contracting can take proactive steps to protect the government from future fraudulent activity.

e. Change AFOSI instructions to require joint fraud planning with base level contracting.

f. Include joint fraud planning as an AFOSI Inspector General checklist item.

g. Exchange information and training opportunities with the contracting community to increase their ability to detect and deter fraud in the contacting process.

h. Assist in developing fraud training at the Lackland Training School and selected DAU courses.

i. To the maximum extent possible, facilitate fraud-related briefings by AFOSI Special Agents at selected contracting courses.

j. Expand the Eagle Eyes Terrorism Awareness Program to include contractors working at our Air Force installations.

k. Share desensitized terrorist (Talons) and Fraud Information Reports (FIR's) with the contracting communities so they can proactively detect and report suspicious activities

SAF/AQC WILL:

a. Encourage each Base Level Contracting Squadron to participate in the development of a joint AFOSI/Contracting fraud prevention and detection plan.

b. Encourage each base level squadron to assign a CONS POC to participate in the development of the joint fraud plan and serve as the local liaison to the AFOSI

c. Encourage the CONS POC to give assistance and advice to the local AFOSI Fraud Program Manager (FPM) on an as-needed basis during contract fraud investigations.

d. Encourage the CONS POC to assist AFOSI in increasing fraud awareness of personnel involved in the contracting process.

e. Exchange information and training opportunities that will enhance AFOSI's ability to detect and deter fraud.

f. Encourage the Contracting Community to take full advantage of the Eagle Eyes Terrorism Awareness Briefing at the soonest opportunity.

g. Encourage posting the AFOSI Eagle Eyes Program Web page to their MAJOCM, PK and Base Level Web Sites

h. Encourage Contracting Officers to disseminate information on Terrorism Awareness to their Contractors who work in and around our Air Force installations.

i. Develop a "Security Corner" to be housed on the AF Contracting web page to facilitate the dissemination of critical and up-to-date security information across the AF contracting and acquisition community.

4. **PERSONNEL/MANPOWER**: No issues that relate to supervision and control, awards, career development and training, security clearances, TDY, etc.

5. **MODIFICATION OF AGREEMENT**: This agreement will be reviewed annually at least 90 days prior to the anniversary date. It may be revised at any time upon the written mutual consent of the parties concerned.

6. **POINTS OF CONTACT**: The following points of contact will be used by the Parties to communicate in the implementation of this Agreement. Each Party may change its points of contact upon reasonable notice to the other party.

   A. SAF/AQC
      a. Primary: Lt Col Stephen Smith DSN 425-7058

   B. AFOSI
      a. Primary: Major Gerald J. Ven Dange DSN 857-1061
      b. Alternate: Captain Camille Childers DSN 857-1060

7. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this Agreement shall be addressed, it to SAF/AQC,

   A. SAF/AQCP
      1060 Air Force Pentagon, Washington DC 20330-1060

And, if to AFOSI

   B. HQ AFOSI/ DOQG
      1535 Command Drive Ste 302, Andrews AFB MD 20762-7002

8. **FUNDS AND MANPOWER:** Except to the extent specifically provided herein, this Agreement does not authorize the transfer or exchange of funds or manpower between the Parties.

9. **AVAILABILITY OF FUNDS:** The obligations of the Parties under this Agreement are subject to the availability of appropriated funds. Nothing in this Agreement will be interpreted to require a violation of the Anti-Deficiency Act, 31 U.S.C, 1341 and 1517. No appropriated funds are obligated by this Agreement.

10. **TERMINATION OF AGREEMENT**: This agreement may be terminated at any time by either party concerned, upon giving at least 180 days written notice to the other party. Alternatively, the agreement may be terminated upon the written consent of the parties concerned.

11. **EFFECTIVE DATE:** This agreement is effective upon the signature of both parties and remains in effect until terminated.

AGREED:

LEONARD E. PATTERSON
Brigadier General, USAF
Commander, AFOSI

5 June 2003
DATE

MAUREEN M. CLAY, Col, USAF
Associate Deputy Assistant Secretary (Contracting)
Assistant Secretary (Acquisition)

25 JUN 2003
DATE