

*Review completed
pending equipment
validation + scope
within 60 days.
2/9/11
FM*

MEMORANDUM OF UNDERSTANDING:
EMERGENCY RADIOLOGICAL TREATMENT CENTER
FOR THE WASTE ISOLATION PILOT PLANT PROJECT
BETWEEN
THE U. S. DEPARTMENT OF ENERGY
AND
LEA REGIONAL MEDICAL CENTER

MEMORANDUM OF UNDERSTANDING:
EMERGENCY RADIOLOGICAL TREATMENT CENTER
FOR THE WASTE ISOLATION PILOT PLANT PROJECT

This Memorandum of Understanding (MOU) by and between the Department of Energy, and Lea Regional Medical Center (hereafter called LRMC) provides for the following agreements and understandings.

Whereas, DOE desires that there be established in the local community an Emergency Radiological Treatment Center (ERTC) and;

Whereas, LRMC desires to enter into an agreement with DOE to provide an ERTC consistent with the requirements of DOE as described below:

NOW, THEREFORE, the parties hereby agree to the following:

1. LRMC agrees to provide emergency medical treatment at the medical center's facilities for all Waste Isolation Pilot Plant personnel, including subcontractors and visitors who are injured or ill and are contaminated as a result of work at the WIPP facility.

Personnel who have incurred injuries beyond the treatment capabilities at the Waste Isolation Pilot Plant (WIPP) Project shall be transported to the LRMC ERTC by DOE for decontamination and medical treatment by LRMC staff members who have been trained in the treatment of radiologically contaminated patients. DOE and LRMC will mutually agree on the composition of the LRMC radiological emergency treatment staff.

2. DOE will provide support personnel for the monitoring of decontamination and treatment process. This shall include the monitoring of the patient(s), hospital personnel, and the facility to ensure that radiation exposures and the spread of contamination are minimized.
3. LRMC agrees to maintain the ERTC as a designated treatment area, which is acceptable to both LRMC and DOE, in a state of readiness such that it can provide emergency treatment within 45 minutes after notification by radio or telephone call from WIPP of need to treat a contaminated patient.

4. DOE and LRMC agree to take any measures practicable to prevent contamination of the hospital's facilities and personnel as a result of LRMC providing emergency treatment. In the event that LRMC facilities or personnel become contaminated as a result of the medical center providing emergency treatment to WIPP site personnel including subcontractors and visitors, DOE agrees to be responsible for the restoration of the medical center's facilities to their condition existing prior to contamination and to provide for the decontamination and dose assessment of hospital personnel.
5. DOE, in support of LRMC's role, agrees to provide specialized equipment to monitor the patient(s), LRMC facilities, LRMC's personnel, and the medical center's environs for radiation and radioactive contamination. The specific list of equipment is shown on the Equipment List for the Emergency Radiological Treatment Center, appended and hereto as Attachment 1 and hereby made a part of this MOU. DOE shall perform an inventory of the equipment list on a bi-annual basis.

LRMC agrees to control this equipment within the ERTC, providing security measures by limiting access to this equipment to only those individuals who are designated as members of the emergency treatment staff and those who require access for routine inspection, protection and preservation, as specified in Attachment 3, Property, appended hereto and hereby made a part of this MOU.

DOE agrees to provide the necessary preventive maintenance and calibration of the DOE-owned instrumentation reserved for emergency use at LRMC.

6. LRMC shall have the right to use DOE-furnished equipment and supplies in any event that LRMC determines, in good faith, to be a radiological emergency. LRMC shall, as soon as practicable thereafter, notify DOE of what equipment has been used and what consumable items need to be replaced, whereupon DOE shall replenish the consumed items promptly.
7. DOE agrees to provide training and support, on a periodic basis, to LRMC's radiological emergency treatment staff to meet DOE's requirements, as shown on Attachment 2, Medical Training for Radiological Emergencies, appended hereto and hereby made a part of this MOU.
8. LRMC agrees to subject each of the available emergency medical treatment personnel, those individuals who will be involved in treating radioactive contaminated injured personnel, to drill exercises, at least once a year, in accordance with the disaster procedures to be mutually developed by WPSO and LRMC. The facilities used for such a drill shall be those facilities used and

designated for treatment of radioactive contaminated patients.

9. Whenever it is necessary for one party to contact the other, it shall be as follows:

To WIPP

Emergency: WIPP Central Monitoring Room (505) 234-8111

All other: WIPP
P.O. Box 2078
Carlsbad, New Mexico 88221
(505) 234-7316
Attention: DOE Contracts Specialist (or as otherwise
designated in writing by DOE)

To LRMC:

Emergency: LRMC Emergency Room (505) 492-5260

All other: Lea Regional Medical Center
PO Box 3000
Hobbs, New Mexico 88240
(505) 492-5000

10. Any changes in the above Paragraphs shall be mutually acceptable to the parties hereto and shall be made in writing.
11. This MOU shall end upon final decommissioning of the WIPP or until either party shall serve the other party written notice of its intent to terminate this MOU at least two hundred seventy (270) days prior to its intended date of termination.

The parties' acknowledge these understandings by signature below as of

FOR DEPARTMENT OF ENERGY

Ines Triay 8-12-99
Ines Triay Date
Carlsbad Area Officer Manager
Waste Isolation Pilot Plant

FOR LEA REGIONAL MEDICAL CENTER

William Gresco
William Gresco Date
Chief Executive Officer
Lea Regional Medical Center

Prepared 7/6/99 AJH

ATTACHMENT 1

EQUIPMENT LIST FOR THE
EMERGENCY RADIOLOGICAL TREATMENT CENTER

<u>SERIAL</u>	<u>DATE RECEIPT</u>	<u>BRAND</u>
<u>I. EQUIPMENT STATIONED AT THE HOSPITAL</u>		
<u>NUMBER</u>	<u>RECEIVED</u>	<u>MODEL</u>

A. Personal Protective Equipment

*6 Protective Clothing Kits each containing:

- (a) 2 water resistant gowns
- (b) 2 plastic aprons
- (c) 2 pair sterile surgical gloves
- (d) 1 pair protective shoe covers
- (e) 1 surgical cap
- (f) 1 surgical mask
- (g) Diagram and instructions

B. Facility Equipment

- 1 Decontamination Table Top (including four 15-gallon waste water containers)
- * 2 Patient Decontamination Kits with decontamination procedures
- * 2 Sample Taking Kits with sampling procedures
- 1 Mobile Storage Cart
- * 3 Step-off Pads
- * 1 100 square yards floor covering
- 3 Contaminated waste containers (32 gal.)
- * 15 Contaminated waste bags(liners)
- 1 Hose with low pressure shower heads
- * 6 Radiation warning signs
- * 1 50 ft. Radiation warning rope
- 5 Stanchions
- 2 Radiation accident posters
- * 2 Facility Decontamination Kits
- * 1 Detergent and soap

* = Consumable item(s)

ATTACHMENT 2

MEDICAL TRAINING FOR RADIOLOGICAL EMERGENCIES

Training drills, classes, and drills between WIPP and LRMC will be encouraged under this agreement.

ATTACHMENT 3

PROPERTY

A. Changes in Government-Furnished Property

1. DOE may, by written notice, (a) decrease the Government-furnished property provided or to be provided under this MOU, or (b) substitute other Government-furnished property for the property to be provided by the Government provided that such decreases or substitutions do not materially interfere with LRMC's ERTC role.

B. Title

1. The Government shall retain title to all Government-furnished property.
2. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

C. Use of Government Property

1. The Government property shall be used only for performing this MOU unless otherwise provided in this MOU or approved by WIPP.

D. Property Administration

1. LRMC's Managerial Personnel shall be responsible and accountable for all Government property provided under this MOU as specified therein.
2. LRMC's Managerial Personnel shall establish and maintain a program for the use, control, protection, and preservation of Government property in accordance with sound business practice. LRMC shall furnish a copy of its program to DOE.
3. If damage occurs to Government property which makes it unsuitable for its intended use, DOE shall replace the items.

E. Limited Risk of Loss

1. LRMC shall not be liable for loss or destruction of, or damage to, the Government property provided under this MOU or for expenses incidental to such loss, destruction, or damage, except that which results from a failure on the part of LRMC, due to willful misconduct or lack of good faith on the part of LRMC's managerial personnel, to establish and administer a program or system for the control, use, protection, and preservation, of Government property as required by paragraph D of this clause.
2. Upon loss or destruction of, or damage to Government property provided under this MOU, LRMC shall so notify DOE. LRMC shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to DOE a statement of:
 - (a) The lost, destroyed, or damaged Government property;
 - (b) The time and origin of the loss, destruction, or damage.
3. In the event that any Government property is lost, destroyed or damaged and such property is covered by an existing LRMC policy of insurance, LRMC shall use the proceeds to repair, renovate or replace the lost, destroyed or damaged Government property or shall equitably reimburse the Government, as directed by DOE.

F. Final Accounting and Disposition of Government Property

Upon completing this MOU, or at such earlier date as the MOU shall be terminated by either party, LRMC shall submit inventory schedules covering all items of Government property not consumed in performing this MOU or previously delivered to DOE. DOE shall then be responsible for removing from LRMC all remaining Government property.

Addendum 1

The purpose of this addendum is to provide professional developmental training opportunities in the form of clinical time with Lea Regional Medical Center Personnel, for WIPP site NM State Licensed EMTs.

I. Responsibilities:

- a. Liability insurance for training evolutions is covered by WIPP.
- b. Personnel attending training and/or clinic time will wear WIPP specific uniforms (unless otherwise directed by hospital personnel)
- c. EMTs shall not exceed the limits of their training as defined by the State of New Mexico.
- d. Lea Regional Medical Center personnel will observe/control the WIPP EMT to ensure no adverse impact on the patient.
- e. Lea Regional Medical Center personnel may suspend the clinical time as conditions warrant.
- f. Carlsbad Area Office (CAO)/Waste Isolation Division (WID) may suspend the clinical time as conditions warrant.

ATTEST:

Lea Regional Medical Center

By: *Ran Bogen*
Lea Regional Medical Center CEO

Date: 2-1-01

U.S. Department Of Energy

By: *Ines Triay*
Ines Triay
Carlsbad Area Office Manager

Date: 2/16/01