

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF ENERGY
AND
KETTERING MEDICAL CENTER
(SYCAMORE HOSPITAL)

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This memorandum of understanding is entered between the United States Department of Energy and Kettering Medical Center.

I. INTRODUCTION

1. The United States Department of Energy (DOE) owns and has the overall responsibility for operation of the Mound Plant (Mound) which is located in Miamisburg, Ohio.
2. Kettering Medical Center is a private entity which operates Sycamore Hospital (SH) in Miamisburg, Ohio located approximately three miles from the Mound.
3. Mound utilizes certain radioactive substances to carry out its mission under the Atomic Energy Act in support of the national defense programs of the United States.

II. PURPOSE

4. The DOE and SH want to provide for the timely and effective medical care of Mound employees and others who may become contaminated by radioactive materials as the result of an emergency situation, operational accident, or other incident arising out of or caused by Mound activities (hereinafter, an "incident").

III. AUTHORITY

5. The DOE enters into this memorandum of understanding under the authority of the Atomic Energy Act (as amended), the Energy Reorganization Act of 1974, and the Department of Energy Organization Act.

IV. RESPONSIBILITIES

DOE RESPONSIBILITIES:

6. In the event of a personnel injury occurring in a known area of radiological contamination, DOE MEMP or its contractor shall:
 - a) Prior to transportation to SH, attempt to decontaminate personnel to a level at or below 5000 DPM direct reading per 100 cm² Beta/Gamma, 10,000 DPM per 100 cm² Tritium, 500 DPM direct reading per 100 cm² per Alpha. In the event of a serious or life threatening injury, the injured employee would be directly transported to SH.
 - b) Arrange transportation of Mound personnel to SH.
 - c) Whenever medical care by SH personnel is required, provide timely and accurate information to appropriated personnel regarding the nature of the incident, including, but not limited to the type of radiation involved in the incident and the extent of contamination of personnel.
7. The DOE will provide SH with a current list of personnel who may be contacted for specific information and assistance in the event of an incident. This list shall be updated and changes sent to the Administrative Director of Sycamore Hospital as needed. An updated list will be sent at least annually. SH may obtain necessary information about an incident by calling 865-3400 (telephones are staffed 24 hours per day, 7 days per week) or from a Mound Notifications Representative during an incident.
8. In the event that personnel who are contaminated or potentially contaminated are transported to SH, the DOE-MEMP or its contractor shall provide required radiological survey instrumentation and staff to operate said equipment. When feasible the equipment and staff will be transported with the injured employee. Otherwise staff and equipment will follow the injured employee to SH.
9. The DOE shall provide a sufficient supply of chelation therapy drugs to SH for use in the event of an incident. The DOE will provide guidance to SH to assure that physicians designated by SH are adequately trained in the use of these drugs. Dosage and administration information will be provided by the DOE.
10. The DOE shall provide training to all SH emergency and radiation safety personnel on a regular basis. This training shall include information about patient decontamination, the use of protective equipment, and the use of

radiation detection instrumentation. It shall be presented by trainers who are knowledgeable about the radioactive materials currently used at the Mound and shall be designed to inform SH personnel about the appropriate response to the specific radioactive materials used at the Mound.

11. The DOE shall obtain release forms (properly executed by the patient) in the event that physicians employed by the Mound require medical information or discharge instructions for patients treated at SH as the result of an incident at the Mound.
12. The DOE agrees to be responsible (subject to the availability of funds) for damage or injury to SH or its personnel caused by the actions of its employees and agrees to direct its contractors to promptly pay for damage or injury to SH or its personnel caused by the actions of their employees during an incident at Mound.

SH RESPONSIBILITIES

13. SH will provide the DOE with a current list of personnel who must be contacted in the event of an incident. This list shall be updated and changes sent to the DOE's designated representative at the Mound as needed. An updated list will be sent at least annually.
14. SH shall assure that its personnel are available for training events.
15. SH shall provide protective suits and equipment for SH staff to use in the event of an incident.
16. SH shall store the chelation therapy drug (DPTA) in the SH pharmacy. Informational material and consent forms will be kept with the drug.
17. SH shall designate a receiving area for injured personnel who have been or are suspected of being contaminated with radioactive materials.
18. SH shall evaluate and treat injured Mound personnel who have been contaminated as the result of an incident at the Mound.
19. SH shall provide information on the patient's condition to physicians employed by the Mound (including discharge instructions) upon presentation of a properly executed patient release form.

JOINT DOE AND SH RESPONSIBILITIES:

20. The DOE and SH will participate in a joint exercise at least once every 3 years to evaluate the parties' mutual ability to respond to an incident which requires treatment of contaminated personnel at SH. The DOE and SH will

jointly develop and support this exercise which will be designed to exercise the capabilities of SH and its staff.

21. The DOE and SH recognize that the payment for medical care rendered by SH or physicians operating as members of SH staff as a result of an incident at the Mound may be reimbursed by the DOE or its contractors under federal and staff state worker's compensation requirements.
22. The DOE and SH acknowledge that SH is a "person indemnified" within the terms of the Price-Anderson Act, as amended, against legal liability it may incur arising out of or resulting from a nuclear incident or precautionary evacuation at the Mound Plant. Thus, the reimbursement of the costs of medical services or other costs incurred by SH for such activities as decontamination of the facility, loss of the facility as a result of contamination, and the medical costs of SH personnel resulting from the incident, will be available in accordance with the provisions of the Price-Anderson Act, as amended, if a nuclear incident or precautionary evacuation within the meaning of that Act occurs.

V. FUNDING

23. The MOU is not entered into to obligate or commit funds or as a basis for the transfer of funds between the parties.
24. No provision in this MOU shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31, U.S.C. 1341.

VI. POINTS OF CONTACT

25. Following shall be the designated points of contact for the implementation of this MOU:

FOR THE DOE: Manager, Emergency Services
 BWTX of Ohio, Inc.
 P.O. Box 3030
 Miamisburg, OH 45343-3030

FOR SH: Administrative Director of Sycamore Services
 Sycamore Hospital
 2150 Leiter Road
 Miamisburg, OH 45342

VII. PERIODIC REVIEW AND MODIFICATION

26. The designated point of contact, or their designees, shall meet periodically to review the terms of this MOU to assure that it continues to provide for the timely and effective medical care of Mound employees and others who may

become contaminated by radioactive materials as the result of an incident at the Mound. This review shall include a tour of the Mound and SH which shall reorient all appropriate personnel regarding the operations of the two facilities which relate to the proper implementation of this MOU.

27. This MOU may be modified or amended by written agreement signed by authorized representatives of the parties.

28. This MOU may be terminated or canceled by the mutual agreement of the parties or by either party upon providing 30-day written notice to the other party by certified mail.

VIII. PRIOR AGREEMENTS

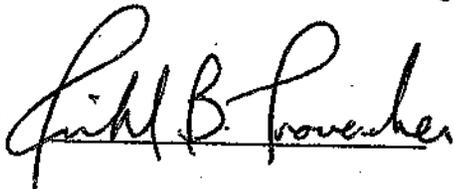
29. This MOU supersedes any and all previous agreements, memoranda of understanding, or other written arrangements between the parties related to the subject of this MOU.

IX. TERM OF AGREEMENT

30. The MOU shall become effective upon the date of the last signature hereto and shall remain in effect for five years from the effective date.

United States Department of Energy

Kettering Medical Center

By: 

By: 

Date: 9/5/01

Date: 9/25/2001