

LETTER OF AGREEMENT  
BETWEEN  
BERTRAND CHAFFEE HOSPITAL  
AND  
THE WEST VALLEY DEMONSTRATION PROJECT

BY AND AMONG Bertrand Chaffee Hospital, the U. S. Department of Energy, West Valley Demonstration Project (DOE-WVDP), the New York State Energy Research and Development Authority (NYSERDA), and CH2M HILL ▪ B&W West Valley, LLC (CHBWV) as DOE-WVDP's Prime Contractor, hereby agree as follows:

1. This Letter of Agreement replaces all previous agreements with the Bertrand Chaffee Hospital (the hospital) addressing emergency medical services involving the West Valley Demonstration Project (WVDP) and the Western New York Nuclear Service Center (WNYNSC).
2. The hospital agrees to provide emergency medical support at the hospital's facilities for visitors or personnel at the WNYNSC, including but not limited to the WVDP. The hospital agrees to accept either injured or ill individuals for emergency treatment, whether these patients are free of radioactive and hazardous substance contamination or are contaminated as a result of work at the WVDP facilities including the State-Licensed Disposal Area (SDA) located within the WNYNSC.
3. The hospital agrees to maintain a designated treatment area, which is acceptable to both the DOE-WVDP and the hospital, in a state of readiness such that it can provide emergency treatment within a reasonable period of time after notification of need to treat a contaminated patient. The DOE-WVDP and NYSERDA agree to take appropriate measures, reasonably practicable, to prevent contamination of the hospital's facilities and personnel as a result of the hospital providing emergency treatment. In the event that facilities, equipment, or personnel from the hospital become contaminated as a result of providing treatment, the DOE-WVDP or NYSERDA, for responses to the SDA, agree to restore the facilities to the pre-incident status at DOE-WVDP expense or at NYSERDA's expense; for responses to the SDA.

The DOE-WVDP or NYSERDA liability hereunder is limited to the value of the facilities to be restored, assuming appropriations are available at the time such contingency arises. Nothing herein shall be construed to imply that Congress or the State Legislature will, at a later date, appropriate funds sufficient to meet the deficiencies.

4. In support of the hospital's role, the DOE-WVDP will provide support to monitor the patient, the hospital personnel, and the hospital environs for radiation and radioactive contamination. In the event of an accident resulting in contamination with hazardous substances, the DOE-WVDP will provide support to the hospital to monitor for the presence of the radioactivity involved. The DOE-WVDP agrees to provide health physics support and monitoring services to the hospital for the duration of the stay of a patient contaminated with radioactive material from activity at WVDP.

5. DOE-WVDP and NYSERDA agree to familiarize hospital personnel with the properties of radioactive and other hazardous substances handled at the WVDP and SDA, and the types of injuries and illnesses which could result from emergencies at the WVDP or the SDA.
6. The DOE-WVDP agrees to familiarize hospital personnel with the procedures used at WVDP for emergency response, health physics, and personnel decontamination. The DOE-WVDP will provide the necessary preventative maintenance and calibration of the instrumentation for use at the hospital facilities in the event of an emergency. The hospital agrees to provide its emergency medical treatment personnel (those designated by the hospital to support work with contaminated injured personnel) an opportunity to drill (practice) with the WVDP at least once a year.
7. CHBWV, as Prime Contractor, agrees to assist DOE-WVDP in carrying out the terms of the agreement as requested by DOE-WVDP and to the extent permitted by CHBWV's contract with DOE-WVDP.
8. This agreement shall be effective on the date last signed below and remain effective until canceled upon at least 60 days prior written notice from any signatory.

  
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Nils Gunnerson, CEO  
Bertrand Chaffee Hospital

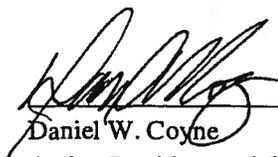
Dated: 9-7-2012

9-12-12   
  
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Paul J. Bembia, Program Director  
New York State Energy Research and Development  
Authority WVDP

Dated: 9/18/2012

  
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Bryan C. Bower, DOE-WVDP Director  
U. S. Department of Energy  
West Valley Demonstration Project

Dated: 10-19-2012

  
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Daniel W. Coyne  
Acting President and General Manager  
CH2MHILL • B&W West Valley, LLC

Dated: 9-12-12