Department of Energy
Albuquerque Operations
Amarillo Area Office
P. O. Box 30030
Amarillo, Texas 79120

SEP 25 1991

Mr. Donald C. Cooper
Associate Director
Department of Veterans Affairs
Medical Center
6010 Amarillo Boulevard West
Amarillo, Texas 79106

Dear Mr. Cooper:

Enclosed for your review and approval are four signed copies, with original signatures, of an Interagency Agreement No. DE-AI04-91AL42124 (IA) between the Department of Energy (DOE) and the Department of Veterans Affairs (DVA) covering the design, construction, and operation of an emergency radiation treatment facility at the Medical Center. As you requested, we have changed the authority cited on DOE Form 1270 block 1.b., added a new paragraph 10.C. regarding title to the property, added the VA Interagency Agreement number, and added language to paragraph II.A.4 on page two related to jurisdiction over and use of the ERTF. If the IA meets with your approval, please have an appropriate official of the DVA complete item nine (signature and date) on the face sheet of all copies of the agreement and return three originals to this office for our use.

As previously discussed, $50,000 is presently available for engineering and design; the remaining estimated amount of $900,000 will be made available by the DOE subject to availability within DOE by amendment to the IA.

Also enclosed is the DOE acquisition regulation for "Price - Anderson Indemnity Representation for Subcontractors," should the DVA have any subcontracts for indemnified activities under the IA (see item no. 1 under Additional General Provisions within the IA for definitions of contractor and subcontractor). If this clause is utilized in a subcontract, additional language should be added to recognize that new regulations have been proposed to implement the Price - Anderson Amendments act of 1988, that those regulations will likely be made effective during the life of the DVA contract, and that the DVA contractor agrees to modify the contract to replace or modify the clause as required by any changes to the Nuclear Hazards Indemnity Clause contained in the IA.

PRICE - ANDERSON INDEMNITY REPRESENTATION
FOR SUBCONTRACTORS

(To be included in DVA contracts with its subcontractors)

48 CFR 950.7008. The contractor represents that there is included it its prime contract with DOE an indemnity agreement, entered into by DOE under the authority of Section 170 of the Atomic Energy Act of 1954, as amended by Public Law 85-256 (the "Price-Anderson Act"), a copy of which may be obtained from the contractor (or is attached hereto); that, under said agreement, DOE has agreed to indemnify the contractor and other persons indemnified, including the subcontractor, against claims for public liability (as defined in said act) arising out of or in connection with the contractual activity; that the indemnity applies to covered nuclear incidents which (1) take place at a "contract location" (which term, as defined in the indemnity agreement), does not include the location of the subcontractor's plant and facilities; or (2) arise out of or in the cours of transportation of source, special nuclear or nuclear by-product material to or from a "contract location;" or (3) involve items produced or delivered under the prime contract. The obligation of DOE to indemnif is subject to the conditions stated in the indemnity agreement.

DOE Form 1270.1
(9-80)

U.S. DEPARTMENT OF ENERGY

INTERAGENCY AGREEMENT FACE PAGE

FUNDS-OUT INTERAGENCY AGREEMENT (IA)
Pursuant to
Authority of Economy Act of 1932, as amended (31 U.S.C. 1535)

1. IDENTIFICATION
a. DOE IA No.: DE-AI04-91AL42124
b. Other agency IA No.: IGA V504(90)S-91013
c. Modification No.:
d. Task order No.:

2. TYPE OF ACTION:
☒ New Award ☐ Modification ☐ Extension ☐ Other

3. PROJECT TITLE/DESCRIPTION:
Emergency Radiation Treatment Facility - Department of Veterans Affairs Medical Center Amarillo, Texas

4. AGREEMENT PERIOD *(month, day, year)*
From: See Blk. 9 To: June 30, 2016

5. FINANCIAL

a. Accounting and Appropriation Data:
CG140 89X0220 TB

B&RC: GPD121000000

b. Funding sources

	$
	$
	$
DOE	$ 50,000.00
Agency	$ -0-
Total Funding	$ 50,000.00

c. Method of Payment:
☒ Advance ☐ Reimbursement ☐ Progress

d. Amount obligated this action: $ 50,000.00

e. Invoices, if any, submit to:
Department of Energy
Amarillo Area Office
P. O. Box 30030
Amarillo, Texas 79120

f. Voucher Form to be used:
SF 1080

6. DOE PROGRAM OFFICER
Name: Jack Dennis
Address: U.S. Department of Energy
Amarillo Area Office
P. O. Box 30030
Amarillo, Texas 79120
Telephone Number: 806-477-3176

7. PERFORMING AGENCY
a. Name: DVA Medical Center
b. Address: 6010 Amarillo Blvd. West
Amarillo, Texas 79106
Attention:
c. Program Director
Name: Robert Anselmi
Address: 6010 Amarillo Blvd. West
Amarillo, Texas 79106
Telephone No.: 806-355-9703 ext. 7427

8. ISSUING AGENCY:
Department of Energy (DOE)
Albuquerque Operations Office
Amarillo Area Office
P. O. Box 30030
Amarillo, Texas 79120

9. PERFORMING AGENCY ACCEPTANCE:
(signature) (date) 9/25/91
Name (typewritten): Dr. Edward J. Sherwood, MD
Title (typewritten): Medical Center Director
Telephone: 806-355-9703 ext. 7000

10. DOE CONTRACTING OFFICER:
(signature) (date) 9-25-
Name (typewritten): T. L. Stotts
Title (typewritten): Contracting Officer
Administrative Management B
Amarillo Area Office

DOE IA NUMBER DE-AI04-91A142124

Interagency Agreement With

Department of Veterans Affairs
Medical Center

Amarillo, Texas

FUNDS-OUT

This Interagency Agreement (IA) consists of the following:

IA Face Page

Article	I	Purpose
Article	II	Scope of Work
Article	III	Cost
Article	IV	Deliverables and Due Dates
Article	V	Duration of Agreement
Article	VI	Program Officer
Article	VII	Obligation of Funds
Article	VIII	Payment
Article	IX	Documents Attached and Part of this Agreement
Article	X	Other

DEPARTMENT OF ENERGY (DOE)
FUNDS-OUT
INTERAGENCY AGREEMENT (IA)

DOE IA NO. DE-AI04-91AL42124
DOE INTERAGENCY AGREEMENT WITH
DEPARTMENT OF VETERANS AFFAIRS
MEDICAL CENTER
AMARILLO, TEXAS

I. Purpose - The purpose of this agreement is to establish and maintain an Emergency Radiation Treatment Facility (ERTF) to provide emergency medical treatment at the Department of Veterans Affairs Medical Center (DVA) for all U.S. Department of Energy (DOE) Pantex Plant personnel, including DOE's contractors, subcontractors and visitors, who are injured or ill and are radiologically contaminated as a result of an incident at the DOE's Pantex Plant or in emergencies where local private medical facilities are not available, for Pantex Plant personnel otherwise injured as a result of an incident at the plant.

II. Scope of Work - The Scope of Work consists of the following:

A. DVA Responsibilities:

1. The DVA shall design, build and maintain the ERTF within existing DVA space and with the cooperation and assistance of the DOE, and shall provide ready ingress and egress to the facility at all times.

2. Contaminated personnel who have incurred injuries beyond the treatment capabilities at the DOE Pantex Plant shall be transported to the DVA ERTF for decontamination and medical treatment by DVA staff members who have been trained in the treatment of radiologically contaminated patients. Personnel injured as a result of an incident at Pantex Plant not involving radiological contamination may also be transported to the DVA ERTF for treatment by DVA staff members when private medical facilities are not available. When a competent medical determination is made, with the concurrence of DOE, that the contamination aspects of the medical treatment and care are no longer a consideration, and the injured personnel are capable of being moved safely, they may be released from the ERTF.

3. The DVA shall have full control of the medical treatment and care of the injured personnel while they are in the Emergency Radiation Treatment Facility; provided, however:

a. The DOE and DOE-designated physicians have an unlimited right to visit and examine the injured personnel and to consult with DVA physicians concerning the treatment and care of the injured personnel.

b. Upon written request by the DOE to the DVA, copies of all medical records, X-rays, and other data relevant to the treatment of the injured personnel will be made available by the DVA to the DOE. All requests for copies of all medical records, X-rays, and other data relevant to the treatment of injured personnel shall be referred to the DOE for appropriate handling in accordance with DOE regulations.

4. The DVA shall maintain the ERTF in a state of readiness such that within one hour after notification by DOE Pantex Plant of the need to treat a contaminated patient, injured personnel may receive emergency medical treatment. The DVA shall maintain jurisdiction over the ERTF but shall operate and maintain the ERTF pursuant to required DOE safety and health standards. When use of the ERTF is not required by the DOE, the ERTF may be used by the DVA for other purposes.

5. The DVA shall furnish such supplies as may be mutually agreed by both the Hospital and the DOE. Such supplies shall remain the property of the DVA and under the control of the DVA.

6. The DVA shall allow access of authorized DOE Pantex Plant personnel to the ERTF. The DOE and the DVA shall jointly develop a process for controlling such access when the ERTF is activated. The DOE shall provide a list of those personnel authorized access to the ERTF when necessary to activate it for DOE personnel.

7. The DVA shall provide staff trained in the use and operation of the ERTF. This staff shall participate in an emergency preparedness exercise, or drill, at least annually, with emergency response personnel from the DOE Pantex Plant. The ERTF will be the facility used in the conduct of these drills or exercises. A disaster plan shall be jointly developed by the DOE and the DVA and validated during these drills.

8. The DVA shall provide appropriate members to serve on a Joint Working Group with appropriate members from DOE Pantex Plant. The group will be chaired by the DOE and will meet to address issues of mutual interest during the life of this Agreement.

9. The DVA shall be responsible for providing and enforcing environmental, safety and health requirements for construction and operations of the ERTF except those operations requiring radiological monitoring and for the DVA activities in the performance of this Agreement.

B. DOE Responsibilities:

1. The DOE shall provide support personnel for the monitoring of decontamination and treatment processes when the ERTF is activated. This support shall include monitoring of the injured personnel, hospital personnel, atmosphere, and the facility to ensure that radiation exposures and the spread of contamination is minimized.

2. The DOE shall provide qualified health physics personnel when the ERTF is activated to assist in contamination control, ensure correct application of monitoring techniques and determine appropriate actions required for personnel protection to minimize exposures.

3. The DOE, with the assistance of the DVA, shall utilize standard contamination control techniques to prevent contamination of the DVA facilities and personnel as a result of the DVA providing emergency treatment of DOE Pantex Plant injured personnel (including subcontractors and visitors) in the ERTF. In the event the ERTF or DVA personnel become contaminated as a result of this treatment, DOE shall be financially responsible for the restoration of the ERTF to its condition existing prior to contamination and will provide for the decontamination and dose assessment of DVA personnel.

4. The DOE shall provide training and support as necessary to the DVA radiological emergency treatment staff, assist in the development of the DVA's Radiological Emergency Disaster Plan, and participate at least annually in a drill or exercise to validate the DVA's and DOE's plans and procedures.

5. The DOE, with the coordination of the DVA's Public Affairs staff, shall be responsible for issuing any news release regarding activation of the ERTF and any other public statement concerning DOE Pantex Plant injured personnel.

6. When the ERTF is activated, the DOE shall issue film badges or dosimeters, as appropriate, to the DVA for issue to DVA personnel involved in the emergency treatment of injured personnel. The DOE, with the assistance of the DVA, shall maintain individual radiation exposure records for these DVA personnel.

7. The DOE shall provide, or fund in accordance with Section III for the DVA to provide, such specialized equipment that may be necessary to perform monitoring functions for personnel and the facility, contamination control and decontamination of injured personnel. Such equipment shall remain the property of the DOE. This equipment may include, but is not limited to:

a. Personal Protective Equipment

b. Radiation Detection Instruments

c. Decontamination Tables

The DOE shall provide such property, as may be mutually agreed upon by the DOE and the DVA. Such property shall remain the property of the DOE and under the control of the DOE, and shall be suitably protected by the DVA.

The DOE may remove or abandon in place all or part of the DOE-owned equipment and fixtures in the ERTF upon termination of this agreement. In the event the DOE removes the DOE-owned equipment and fixtures from the ERTF upon the termination of this agreement, the DOE will restore the facility to a usable condition.

8. The DOE shall provide appropriate members to serve on a Joint Working Group with appropriate members from the DVA. The group will be chaired by the DOE and will meet as necessary to address issues of mutual interest during the life of this agreement.

9. The DOE shall provide certain construction requirements to meet its needs as necessary. Minimum requirements are contained in Attachment 2 of this Agreement.

III. Cost - The total estimated cost for accomplishing the IA Statement of Work requirements is as follows:

Major Item Descriptions	$ Amount
Engineering & Design	$ 50,000
Construction	$800,000
Equipment & Property	$ 90,000
Supplies	$ 10,000

The DOE shall reimburse the DVA for all allowable direct costs involved in establishing, constructing and equipping the ERTF.

1. Additionally, the DOE shall reimburse the DVA for all actual and direct costs exceeding normal operating expenses. Normal operating expenses include utility expenses, janitorial services, and salaries of DVA personnel. The allowable direct costs shall be the costs and expenses that are actually incurred by the DVA in carrying out the responsibilities identified in this document and that are necessary and incident thereto. The determination of the allowability of costs hereunder shall be based on (i) reasonableness, including the exercise of prudent judgment, and (ii) consistent application of generally accepted accounting principles and practices that result in equitable

charges under this agreement. Allowable costs may include, but need not necessarily be limited to (i) the costs of the treatment and care of the injured personnel, (ii) the costs of DVA-furnished supplies used in the treatment and care of the injured personnel, and (iii) the costs of decontaminating, restoring or replacing contaminated property.

2. The DVA shall maintain accounts, records, documents and other evidence showing and supporting allowable costs incurred and the receipt, use, and disposition of all DOE-furnished property in the possession of the DVA under this agreement. The system of accounts employed by the DVA shall be satisfactory to the DOE and in accordance with generally accepted accounting principles consistently applied. All itemized statements sent to the DOE by the DVA under the terms of this agreement shall be sent to the Contracting Officer.

IV. Deliverables/Reports

Description	Due Date
1. Annual Inventory Reconciliation of DOE Property (DVA)	July 1 (Annually)
2. Participation in Radiation Contamination Drill/Exercise (DVA/DOE)	Annually
3. Written Emergency Preparedness Procedures (DVA/DOE)	Upon completion of ERTF and updates as issued
4. DVA Staff Training (DVA/DOE)	As mutually agreed between DVA and DOE

V. Duration of Agreement

This Agreement shall become effective on the date in Block 9 of the IA face sheet and shall continue in full force and effect for 25 calendar years unless either party notifies the other with 90-day advance notice that it desires to terminate the Agreement.

VI. Program Officer

DOE and Performing Agency - See Items 6 and 7 of the face page.

The DOE Contracting Officer shall exercise authority on behalf of DOE. The DOE Program Officer shall exercise the responsibility of providing technical support. The DVA shall exercise authority and responsibility on behalf of the DVA.

VII. Obligation of Funds

Engineering and Design funds identified in Article III will be obligated upon execution of this Agreement by DOE. Remainder of funds will be made available by the DOE subject for availability within DOE by amendment to this Interagency Agreement.

VIII. Payments

The DVA shall submit a Standard Form 1080 Invoice or Standard Form 1081 Transfer of Funds, whichever is applicable, two months prior to requiring funds for anticipated tasks.

The following information should be included:

1. DOE Accounting Appropriation Data, see Block 5 (a), Face Page.
2. DOE Interagency Agreement Number, see Block 1 (a), Face Page.
3. DOE mailing address, see Block 5 (e), Face Page.
4. Indicate it is for Advance of Funds.

IX. Documents Attached and Part of this Agreement

1. Constructions Requirements
2. General Provisions for IA's
3. Additional General Provisions

X. Other (Reserved)

EMERGENCY RADIATION TREATMENT FACILITY CONSTRUCTION REQUIREMENTS

The DVA shall establish and construct a DOE-funded ERTF in space made available by the DVA. The DVA will acquire such services, equipment, and property as may be necessary to accomplish medical treatment of injured personnel in the ERTF. As a minimum, the ERTF will consist of the following:

1. Establishment of separate functional areas to provide for receiving, triage, decontamination, emergency surgery, recovery/stabilization, and observation or treatment of injured personnel.

2. Establishment of four restrooms (two for women and two for men) each containing one lavatory and one toilet. Two shall be located to provide easy access during ERTF activation and shall be plumbed to prevent discharge into the sanitary sewer system. The remaining two shall be located to provide easy access during all other times; shall be plumbed to discharge into the sanitary sewer system; and shall be constructed in such a manner to assure denial of access during ERTF activation. The restroom walls shall be constructed of concrete masonry with a plastered exterior. The interior walls and floor shall have seamless urethane covering. The restrooms shall be located in such a manner consistent with good contamination control procedures.

3. Establishment of a minimum of two shower facilities. The shower walls shall be constructed of concrete masonry and plastered. The inside walls and flooring shall have seamless urethane covering. The showers shall be plumbed to prevent discharge into the sanitary sewer system. The showers shall be located in such a manner consistent with good contamination control principles.

4. Installation of sinks with foot-operated faucets as necessary for medical practice. The sinks shall be plumbed to prevent discharge into the sanitary sewer system.

5. Construction of two dressing rooms (one for men and one for women). The dressing rooms shall be located in accordance with contamination control principles.

6. Installation of conductive flooring in the area designated for emergency surgery.

7. Installation of explosion-proof electrical outlets and lighting in the area designated for emergency surgery.

8. All floors shall have seamless covering over concrete. Flooring in holding area and decontamination area shall be carpeted over the seamless flooring.

9. Installation of necessary piping to provide those utilities necessary to medical treatment, such as oxygen lines.

10. All indoor wall surfaces within the ERTF (except those covered with ceramic tile) shall be painted with strippable paint.

11. Installation of an absolute air filtration within the ERTF HVAC system. The system must be designed to provide negative pressure within the ERTF with the lowest point of pressure being located in the decontamination area. The system must contain the capability to provide a positive access denial to the ERTF when the filtration system is activated.

12. Installation of a continuous air monitoring system. The system shall be designed to provide detection of airborne radioactive contamination at the minimum derived concentration guide (DCG) for PU-239, U235, U238, and Tritium. DCG's are listed in Chapter III of DOE Order 5400.5 dated February 2, 1990.

13. The DVA shall perform required upgrades and maintenance as necessary when required to meet standards when imposed by regulatory requirements or DOE orders including environment safety and health standards. Cost of upgrades required by DOE shall be at DOE expense.

14. The DOE shall have the right or reject all work performed for compliance with contamination control standards.

DE-AI04-91AL42124

Attachment 2

GENERAL PROVISIONS
FOR
DOE FUNDS-OUT INTERAGENCY AGREEMENT

TABLE OF CONTENTS

Page

1 Definitions.....1

2. Costs Chargeable to DOE Funds.....1

3. Financing - Consolidated Working Fund Advance.....1

4. Notice of Costs Approaching Total Estimated Costs.....2

5. Excess Funds.....2

6. Financial Report.....2

7. Accounting Records.....2

8. Termination.....2

9. Capital Equipment.....3

10. Real Property and Facilities.....3

11. Security of Restricted Data.....4

12. Patents and Technical Data.....5

GENERAL PROVISIONS FOR DOE INTERAGENCY AGREEMENTS

1. Definitions. For purposes of this Interagency Agreement, "DOE/AL," or "DOE" means the United States Department of Energy or any duly authorized representative thereof, "DVA" means the Department of Veterans Affairs and "Agency" means the performing agency or the DVA as stated in the Agreement or any duly authorized representative thereof.

2. Cost Chargeable to DOE Funds. Direct costs are the costs that can be directly identified with and charged to the work under the Agreement and within the limitations set forth below. Examples of such costs are technical services, materials, travel and transportation, communications, and any facilities and equipment expressly approved for purchase under the Interagency Agreement.

   a. Expenditures for domestic travel expected to exceed $1,000 per individual trip shall not be allowable hereunder without prior written approval of the DOE Contracting Officer.

   b. Foreign travel costs are allowable only when the trip has received the advance approval of the DOE Contracting Officer.

   c. Reimbursement for expenditures at technical meetings and seminars at which attendance is not required by DOE shall not be allowable without prior written approval of the DOE Contracting Officer.

3. Financing. DOE will finance programs on a reimbursable basis when acceptable to the DVA. If the reimbursable basis is not acceptable, however, then DOE will finance the work by a Consolidated Working Fund Advance, preferably on a quarterly basis, or by an appropriation transfer or transfer appropriation. DOE will reimburse or will make available, in advance, the amount specified in the Interagency Agreement incorporating these general provisions. Requests for funds shall show separately the amount required for (a) operating costs, (b) capital equipment (as defined in 9 below), and (c) acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.

   a. Vouchers for payment will be submitted on the agreed upon form.

   b. Any funds advanced which are expected to remain beyond the original period of performance for a project which is incomplete or for which there is an increased scope of work, will remain available to the DVA if the IA is amended by the DOE to extend the period of performance for the project or any other work beyond the original completion date. Request for such time extensions should be made to the DOE by the DVA at least 30 days prior to the end of the performance period.

c. Any advanced funds remaining for a continuing project or any other work remain available for the entire performance period of the project unless there is a date specified as a required completion date after which no further funds shall be expended.

d. Any advanced funds remaining after the completion of the construction project shall be reimbursed to the DOE.

4. Notice of Costs Approaching Total Estimated Costs. Whenever the DVA has reason to believe that the total cost of the work under this Agreement will be substantially greater or less than the presently estimated cost of the work, the DVA shall promptly notify the DOE in writing. The DVA shall also notify the DOE, in writing, when the aggregate of costs incurred and outstanding commitments allowable under this Agreement is equal to 90 percent (or such other percentage as the DOE may from time-to-time establish by notice to the DVA) of the presently estimated total costs under this agreement. When the costs incurred and outstanding commitments equal 100 percent of such estimated total costs, the DVA shall make no further commitment or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the DOE shall increase the total estimated costs to be incurred with respect to this Agreement.

5. Excess Funds. The DVA shall take prompt action to return to the DOE any funds determined to be excess to the work during the performance of the work and unobligated funds after the completion of the Agreement or as of September 30 each year unless the Agreement has been extended and any unused balances have been carried forward in the extension. In a joint venture project where the DVA deposits the advance in any annual consolidated working fund, any unobligated balances shall be returned to the DOE before the cutoff date at the close of each fiscal year.

6. Financial Reports. The DVA shall furnish the DOE, not later than 15 days after the close of each reporting period, monthly cost reports or financial reports in such detail as may be required by the DOE. Any costs incurred for capital equipment or other assets shall be supported by a list showing the description, make, any serial number, and the cost of each item acquired. The report shall indicate the Budget and Accounting Code, the month of the costs and the Interagency Agreement number.

7. Accounting Records. The DVA shall accumulate and account for obligations and costs incurred in connection with the work being performed under this Agreement in such form and detail as may be required by the DOE.

8. Termination. The DOE may terminate this agreement upon 90 days written notice of such termination addressed to the DVA. In the event of such termination, the DVA shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective

date of termination and for commitments extending beyond the effective date of termination to a date not later than the date upon which the Agreement would have expired if not terminated under this paragraph which the DVA, in the exercise of due diligence, is unable to cancel. Payments under this Agreement, including payments under this article, shall not exceed the ceiling amount elsewhere specified in this Agreement.

9. Capital Equipment.

a. "Capital Equipment" means each item of equipment which is expected to have an extended period of service, generally a year or more, and has sufficient monetary value, generally of $5,000 or more, to justify continuing accounting records for the item.

b. Unless expressly authorized by the DOE Contracting Officer in advance, the DVA shall not be reimbursed or use funds made available under this Agreement for the procurement or fabrication of capital equipment.

c. If capital equipment is purchased or otherwise acquired pursuant to an authorization under Paragraph (b) above, except as may be otherwise agreed by the DOE and the DVA:

(1) the title thereto shall vest in the DOE;

(2) the DVA shall be responsible for the maintenance and safeguarding thereof; and

(3) the DVA shall maintain a record in such a manner as to insure adequate control and accounting satisfactory to the DOE, of capital equipment procured or fabricated.

10. Real Property and Facilities.

a. Unless expressly authorized by the DOE Contracting Officer in advance, the DVA shall not be reimbursed or use funds made available under this Agreement for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.

b. If the DVA acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under (a) above, except as may be otherwise agreed by the DOE and the DVA:

(1) the DVA shall be responsible for the maintenance and safeguarding thereof; and

(2) the DVA shall maintain a record thereof in such a manner as to insure adequate control and accountability.

c. The Emergency Radiation Treatment Facility will be constructed within existing space at the Veterans Affairs Medical Center, Amarillo, and the Department of Veterans Affairs will retain title to such property.

11. Security of Restricted Data.

a. The DVA shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding restricted data, formerly restricted data, and other classified information and protecting against sabotage, espionage, loss and theft, the classified documents and material in the DVA's possession in connection with the performance of work under this Agreement. Except as otherwise expressly provided in this Agreement, the DVA shall upon completion or termination of this Agreement, transmit to DOE any classified matter in the possession of the DVA or any person under the DVA's control in connection with performance of this Agreement. If retention by the DVA of any classified matter is required after the completion or termination of the Agreement and such retention is approved by the DOE, the DVA will complete a certificate of possession to be furnished to DOE specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter and the period of retention, if known. If the retention is approved by the DOE, the security provisions of the Agreement will continue to be applicable to the matter retained.

b. Regulations. The DVA agrees to conform to all security regulations and requirements of DOE.

c. Definition of Restricted Data. The term "restricted data," as used in this clause, means all data concerning: (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the restricted data category pursuant to Section 142 of the Atomic Energy Act of 1954.

d. Definition of Formerly Restricted Data. The term "formerly restricted data," as used in this clause, means all data removed from the restricted data category under Section 142.d of the Atomic Energy Act of 1954, as amended.

e. Security Clearance of Personnel. The DVA shall not permit any individual to have access to restricted data, formerly restricted data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the DOE's regulations or requirements applicable to the particular type or category of classified information to which access is required.

f. Criminal Liability. It is understood that disclosures of restricted data, formerly restricted data, or other classified relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any restricted data, formerly restricted data, or any other classified matter that control in connection with work under this Agreement, may subject any representatives of the DVA, its agents, employees or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2100 et sep.: 18 U.S.C. 793 and 794; and Executive Order 11652.)

g. Contracts and Purchase Orders. Except as otherwise authorized in writing by DOE, the DVA shall insert provisions similar to the foregoing in all contracts and purchase orders under this Agreement.

h. Security Requirements for Proprietary Energy Data. The DVA shall safeguard DOE limited official use information, or other proprietary or sensitive data (including material relating to patents), from unauthorized access, disclosure, modification or destruction in accordance with applicable DOE security regulations and applicable orders and directives.

i. Computer Security Requirements. In the event that this Agreement involves utilization of a DOE computer system, the DVA will establish administrative, technical and physical security procedures in accordance with applicable DOE regulations, to ensure against access to DOE information to individuals not formally authorized by the DOE to possess such information.

12. Patents and Technical Data. The DVA shall coordinate all patent and technical data aspects with the DOE Albuquerque Operations Office Patent Counsel as they arise during the administration of this Interagency Agreement.

DE-AI04-91AL42124

Attachment 3

ADDITIONAL GENERAL PROVISIONS
FOR
DOE FUNDS-OUT INTERAGENCY AGREEMENT

TABLE OF CONTENTS

Page

1 Definitions.....1

2. Nuclear Hazard Indemnification (Interim).....1

3. DEAR 952.250-70.....1

4. DEAR 952.250-72.....4

3. DEAR 952.250-75.....5

ADDITIONAL GENERAL PROVISIONS FOR DOE INTERAGENCY AGREEMENTS

1. DEFINITIONS.

Contractor - This term shall refer to the DVA when certain standard DOE Acquisition Regulations or other DOE requirements referring to the "Contractor" are included or referenced in this Interagency Agreement.

Subcontractor - This term shall refer to the DVA contractors or subcontractors doing work pursuant to the DVA requirements under the terms of this Interagency Agreement.

2. Nuclear Hazard Indemnification - Interim.

DOE hereby indemnifies the DVA for liability for nuclear incidents under Section 170(d) of the Atomic Energy Act of 1954, as amended, including the amendments made thereto by the Price-Anderson Amendments Act of 1988, Public Law 100-408 (the Act). The DVA agrees to modify this Interagency Agreement to include herein any Nuclear Hazards Indemnity clause promulgated by DOE to implement the Act. Pending such modification, the provisions of DEAR 952.250-70, Nuclear Hazards Indemnity shall apply to this Interagency Agreement provided, however, that in the event of inconsistency between the provisions of the clause and those of the Act, the latter shall prevail.

3. DEAR 952.250.70 Nuclear Hazards Indemnity (Apr 1984).

(a) This clause is incorporated into this contract pursuant to the authority contained in subsection 170(d) of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)

(1) The definitions set out in the Act shall apply to this article.

(2) The term "contract location" means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.

(3) The term "extraordinary nuclear occurrence" means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in Subpart E of 10 CFR 140.

(b) Except as hereafter permitted or required in writing by DOE, the contractor will not be required or provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability. DOE may at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover public liability, arising out of or in connection with the contractual activity, provided that the costs of such financial protection will be reimbursed to the contractor by DOE.

(c)(1) To the extent that the contractor and other persons indemnified are not compensated by any financial protection, permitted or required by DOE or the Nuclear Regulatory Commission (NRC), DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (2) of this paragraph (c); and (ii) the reasonable cost of investigating and settling claims and defending suits for damage for such public liability, provided that DOE's liability, excluding such reasonable costs, under all indemnity agreements entered into by DOE under section 170 of the Act, including this contract, shall not exceed $500 million in the aggregate for each nuclear incident occurring within the United States or $100 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in paragraph (c)(1) of this section is public liability which (i) arises out of or in connection with the contractual activity; and (ii) arises out of results from:

(A) A nuclear incident which takes place at a contract location; or

(B) A nuclear incident which takes place at any other location and arises out of or in the course of the performance of contractual activity under this contract by the contractor's employees, individual consultants, borrowed personnel or other persons for the consequence of whose acts or omissions the contractor is liable, provided that such incident is not covered by any other indemnity agreement entered into by DOE or the NRC pursuant to section 170 of the Act; or

(C) A nuclear incident which arises out of or in the course of transportation of source, special nuclear, or by-product materials to or from a contract location, provided such incident is not covered by any indemnity agreement entered into by DOE with the transporting carrier, or with a carrier's organization acting for the benefit of the transporting carrier, or with a licensee of NRC, pursuant to section 170 of the Act; or

(D) A nuclear incident which involves items (such as equipment, material, facilities, or design or other data) produced or delivered under this contract, provided such incident is not covered by any other indemnity agreement entered into by DOE or NRC pursuant to section 170 of the Act.

(d) In the event of an extraordinary nuclear occurrence which:

(1) Arises out of or results from or occurs in the course of the construction, possession, or operation of a production or utilization facility, or

(2) Arises out of or results from or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility, or

(3) During the course of the contract activity, arises out of or results from the possession, operation, or use by the contractor or subcontractor of a device utilizing special nuclear material or by-product material. DOE and the contractor on behalf of itself and other persons indemnified, insofar as their interests appear, each agrees to waive:

(i) Any issue or defense as to the conduct of the claimant or fault of persons indemnified, including, but not limited to:

(A) Negligence;

(B) Contributory negligence;

(C) Assumption of risk; or

(D) Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God.

As used herein, "conduct of the claimant" includes conduct of persons through whom the claimant derives its cause of action;

(ii) Any issue or defense as to charitable or governmental immunity;

(iii) Any issue or defense based on any statute of limitation, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof, but in no event more than 20 years after the date of the nuclear incident. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(e) The waivers set forth in paragraph (d) of this clause:

(1) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(2) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(3) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefore are either payable or required to be provided under any workmen's compensation or occupational disease law;

(4) Shall not apply to any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under such law;

(5) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(6) Shall be effective only with respect to those obligations set forth in this agreement and in insurance policies, contracts or other proof of financial protection; and

(7) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (i) the limit of liability provisions under subsection 170e of the Atomic Energy Act of 1954, as amended, and (ii) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

(f) The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (c)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. When DOE shall determine that the Government will probably be required to make indemnity payments under the provisions of (c) above, DOE shall have the right to, and shall collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right (1) to require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder, and (2) to appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(g) The indemnity provided by this clause shall not apply to public liability arising out of, or in connection with, any activity that is performed at a licensed facility, and that is covered by a Nuclear Regulatory Commission indemnity agreement authorized by section 170 of the Act.

(h) The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.

(i) The parties to this contract enter into this clause upon the condition that this clause may be amended at any time by the mutual written agreement of DOE and the contractor, and that such amendment may, by its express terms, provide that it will apply to any nuclear incidents which occur thereafter.

(j) The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the Disputes clause provided, however, that the following provisions of the contract: Clause entitled, Covenant Against Contingent Fees; the clause entitled, Officials Not to Benefit; and the clause entitled, Examination of Records by Comptroller General; and any provisions later added to this contract which under applicable Federal law, including statutes, executive orders and regulations, are required to be included in agreements of the type contained in this article, shall apply to this clause.

4. DEAR 952.223-72 Radiation Protection and Nuclear Criticality.

The clause set forth herein shall be included in those contracts or subcontracts for, and be made applicable to, work to be performed at a facility where DOE does not elect to assert its statutory authority to

enforce occupational safety and health standards applicable to the working conditions of contractor and subcontractor employees, but does need to enforce radiological safety and health standards pursuant to provisions of the contract or subcontract rather than by reliance upon Nuclear Regulatory Commission licensing requirements (including agreements with states under section 274 of the Atomic Energy Act).

Radiation Protection and Nuclear Criticality (Apr 1985).

The contractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of employees and of members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety standards and requirements (including reporting requirements) of DOE. The contractor shall submit a management program and implementation plan to the contracting officer for review and approval within 30 days after the effective date of this contract or modification. In the event that the contractor fails to comply with said standards and requirements of DOE, the contracting officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

5. DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

DOE/DEPARTMENT OF VETERANS AFFAIRS
INTERAGENCY AGREEMENT
FOR THE EMERGENCY RADIATION TREATMENT FACILITY

AGREEMENT	MAIN PROVISIONS	ACTIVITIES
1280.17 DE-AI04-91AL42124	1. DOE will fund for construction and maintenance of ERTF at the Veteran's Affairs Medical Center. 2. DVA will operate the ERTF under terms of the agreement. 3. DOE will provide training in medical management of patients with radioactive contamination.	1. Executed September 25, 1991. 2. ERTF design complete and construction started November, 1992.

DOE Form 1270.1
(9-80)

U.S. DEPARTMENT OF ENERGY

INTERAGENCY AGREEMENT FACE PAGE

FUNDS-OUT INTERAGENCY AGREEMENT (IA)
Pursuant to
Authority of Economy Act of 1932, as amended (31 U.S.C. 1535)

1. IDENTIFICATION
a. DOE IA No.: DE-AI04-91AL42124
b. Other agency IA No.: IGA V504(90)S-91013
c. Modification No.: M003
d. Task order No.:

2. TYPE OF ACTION:
☐ New Award ☒ Modification ☐ Extension ☐ Other

3. PROJECT TITLE/DESCRIPTION:
Emergency Radiation Treatment Facility - Department of Veterans Affairs Medical Center, Amarillo, Texas. This modification redefines Attachment 1 to reflect construction requirements as actually built.

4. AGREEMENT PERIOD *(month, day, year)*
From: September 25, 1991 To: June 30, 2016

5. FINANCIAL
a. Accounting and Appropriation Data:

b. Funding sources

(Previous)	$ 1,200,000
	$
	$
DOE (This Action)	$ -0-
Agency	$
Total Funding	$ 1,200,000

c. Method of Payment:

☐ Advance ☐ Reimbursement ☐ Progress

d. Amount obligated this action: -0-

e. Invoices, if any, submit to:
Department of Energy
Amarillo Area Office
P. O. Box 30030
Amarillo, Texas 79120

f. Voucher Form to be used:
SF 1080

6. DOE PROGRAM OFFICER
Name: Steve Damin
Address: U. S. Deaprtment of Energy
Amarillo Area Office
P. O. Box 30030, Amarillo, Texas 79120
Telephone Number: (806) 477-3176

7. PERFORMING AGENCY
a. Name: DVA Medical Center
b. Address: 6010 Amarillo Blvd. West
Amarillo, Texas 79106
Attention:
c. Program Director
Name: Robert Anselmi
Address: 6010 Amarillo Blvd. West
Amarillo, Texas 79106
Telephone No.: (806) 355-9703, Ext. 7427

8. ISSUING AGENCY:
Department of Energy (DOE)
Albuquerque Operations Office
Amarillo Area Office
P. O. Box 30030
Amarillo, Texas 79120

9. PERFORMING AGENCY ACCEPTANCE:
(signature) 11-19-93 (date)
Name (typewritten): Y C PARRIS
Title (typewritten): Medical Center Director
Telephone: (806) 355-9703, ext. 7000

10. DOE CONTRACTING OFFICER:
(signature) 11-9-93 (date)
Name (typewritten): T. L. Stotts
Title (typewritten): Contracting Officer
Business Management Branch
Amarillo Area Office

☆U.S. Government Printing Office: 1980—341-075/1518

EMERGENCY RADIATION TREATMENT FACILITY CONSTRUCTION REQUIREMENTS

The DVA shall establish and construct a DOE-funded ERTF in space made available by the DVA. The DVA will acquire such services, equipment, and property as may be necessary to accomplish medical treatment of injured personnel in the ERTF. As a minimum, the ERTF will consist of the following:

1. Establishment of separate functional areas to provide for receiving, triage, decontamination, emergency surgery, recovery/stabilization, and observation or treatment of injured personnel.

2. Establishment of two restrooms (one for women and one for men) each containing one lavatory and one toilet. They shall be located to provide easy access during ERTF activation and shall be plumbed to prevent discharge into the sanitary sewer system.

3. Establishment of a minimum of two shower facilities. The showers shall be plumbed to prevent discharge into the sanitary sewer system. The showers shall be located in such a manner consistent with good contamination control principles.

4. Installation of sinks with foot-operated faucets as necessary for medical practice. The sinks shall be plumbed to prevent discharge into the sanitary sewer system.

5. Construction of two dressing rooms (one for men and one for women). The dressing rooms shall be located in accordance with contamination control principles.

6. Installation of seamless flooring in the area designated for emergency surgery.

7. Installation of explosion-proof electrical outlets and lighting in the area designated for emergency surgery.

8. All floors shall have seamless covering over concrete.

9. Installation of necessary piping to provide those utilities necessary to medical treatment, such as oxygen lines.

10. All indoor wall surfaces within the ERTF (except those covered with ceramic tile) shall be painted with strippable paint.