



HOWARD BACKER, MD, MPH
Interim Director

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

May 10, 2011

Mr. Terrence Reis
Deputy Director
Division Materials Safety and State Agreements
Office of Federal and State Materials and
Environmental Management Programs
U.S. Nuclear Regulatory Commission
11545 Rockville Pike
Rockville, MD 20852

Dear Mr. Reis:

Subject: Review of Agreement State Regulations/Legally Binding Requirements

Enclosed is a copy of proposed legally binding requirements (LBR) for your review. The LBR addresses 10 CFR 35.13(b)(4) and 35.14. The date by which the comments are needed is July 1, 2011.

Though the above identified provisions are compatibility category D, we request NRC's review to ensure use of this LBR does not impact other provisions subject to compatibility or adequacy.

If you have any questions, please contact me at (916) 440-7942, or Phillip Scott, Chief, Regulations Unit at (916) 440-7978.

Sincerely,

Gary W. Butner, Chief
Radiologic Health Branch

Proposed LBR

Specific License type: Medical Use

NRC Regulation: 10 CFR 35.13(b)(4) & 35.14
NRC Compatibility: Category D – both provisions.

Proposal:

For a period not to exceed 60 days in any calendar year, a physician is authorized to use licensed materials for human use under the terms of this license, provided the physician:

- (a) Has the prior written permission of the Licensee's Executive Management and its Radiation Safety Officer.
- (b) Is specifically named as an authorized user on a current and valid U.S. Nuclear Regulatory Commission, an Agreement State or a Licensing State license authorizing human use.
- (c) Performs only those procedures for which the physician is specifically authorized by the U.S. Nuclear Regulatory Commission, Agreement State or a Licensing State license.

The licensee shall maintain for inspection copies of the written permission specified in (a) above and the license(s) specified in (b) and (c) above. These records shall be maintained for five years from the time the licensee grants its permission under (a) above.

From: (916) 440-7924
 Patricia Bendix
 CDPH-Radiologic Health Branch
 1500 Capitol Avenue, MS 7610

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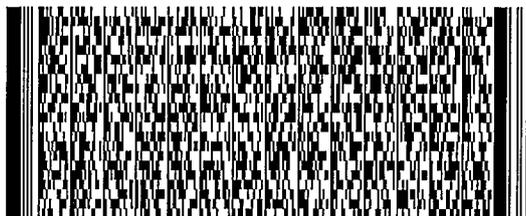
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