

AGREEMENT

THIS AGREEMENT made this 12th day of August, 1980, by and between THE MILTON S. HERSHEY MEDICAL CENTER of THE PENNSYLVANIA STATE UNIVERSITY, 500 University Drive, Hershey, Pennsylvania (hereinafter referred to as "Medical Center"),

A N D

METROPOLITAN EDISON COMPANY, Post Office Box 542, Reading, Pennsylvania (hereinafter referred to as "Met-Ed").

RECITALS

A. Met-Ed is required by the United States Nuclear Regulatory Commission to obtain an agreement providing for the availability of medical treatment in the event of an emergency.

B. Medical Center is engaged in providing health services at its facilities located at the above address and has adopted a program designated as "Decontamination and Treatment of the Radioactively Contaminated Patient at The Milton S. Hershey Medical Center, Hershey, PA," Revision No. B , dated August 12, 1980.

C. Met-Ed is an owner and operator of a nuclear station located at Three Mile Island.

D. Met-Ed desires to have available the services of the Medical Center and Medical Center is agreeable to rendering services to Met-Ed.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and with the intent to be legally bound, it is hereby agreed by and between the parties hereto as follows:

1. Medical Center agrees to accept as patients persons granted access to the Three Mile Island nuclear station who may have sustained radiation injuries or who may have been exposed to or contaminated with radioactive material while at Three Mile Island nuclear station.

2. Medical Center will accept as many patients as possible pursuant to its obligations under this agreement, subject to the conditions or circumstances existing at the time such patients are presented for admission. The determination of the number of patients who will be accepted is within the sole discretion of Medical Center.

3. All potentially contaminated patients will be transported to Medical Center in equipment provided by or on behalf of Met-Ed and will be accompanied by appropriately equipped Met-Ed personnel. Met-Ed will take all appropriate precautionary measures designed to minimize the possibility of spread of radioactive materials, and will advise the Medical Center by telephone in advance of a patient's arrival, of the patient's status and radiation hazard. Upon arrival at the Medical Center, Met-Ed will not permit anyone to disembark from the transporting vehicle until given directions to do so by Medical Center personnel.

4. Admission of patients will be in accordance with Medical Center procedures and Met-Ed specifically agrees to comply with all requirements of Medical Center's "Decontamination and Treatment of the Radioactively Contaminated Patient at The Milton S. Hershey Medical Center, Hershey, PA," Revision No. B, dated August 12, 1980, a copy of which is in the possession of the parties hereto and made a part hereof.

5. Met-Ed hereby agrees to compensate Medical Center for the use of facilities and medical services rendered, at the charges and rates then existing at the time such facilities are used or services rendered. In addition, Met-Ed agrees to reimburse Medical Center for all materials and equipment consumed or which must be destroyed or replaced due to radiation exposure.

6. Met-Ed shall be responsible for decontaminating Medical Center's equipment and property and disposing of materials contaminated as a result of services rendered to Met-Ed employees pursuant to this agreement.

7. Met-Ed agrees that it will notify Medical Center in the event of any incident or occurrence at Three Mile Island nuclear station which may result in exposure to radiation or radiation injuries to persons at Three Mile Island nuclear station. The purpose of this notice requirement is to provide Medical Center additional time to prepare its facilities in the event such exposure or injury subsequently occurs.

8. Met-Ed agrees to notify Medical Center prior to presenting patients for admission to Medical Center pursuant to this agreement. Such notice shall include the number of patients

to be presented for admission, the estimated time of arrival at Medical Center and the general nature of the injuries or exposure which has occurred.

9. If an evacuation of a geographical area which includes the Medical Center is ordered by the appropriate governmental authorities, the Medical Center shall have no obligation to admit or provide care for patients pursuant to this agreement during the period such evacuation order is in effect. Following a period of evacuation, it is expressly understood that the Medical Center's responsibility to admit patients shall be subject to staff availability, inasmuch as it is recognized that staff may not return to the area or their jobs in a timely fashion. The foregoing is not intended to limit the provisions of Paragraph 2 hereinabove wherein the Medical Center is invested with the sole discretion to determine the number of patients to be admitted for treatment.

10. Met-Ed agrees to indemnify and hold Medical Center harmless from any and all claims of third parties arising out of radiation exposure not resulting from Medical Center's negligence.

11. Met-Ed hereby releases and forever discharges Medical Center, its officers, agents and employees, from any and all claims it may hereafter have against Medical Center, its officers, agents and employees, arising out of the actions or performance of Medical Center pursuant to the terms of this agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

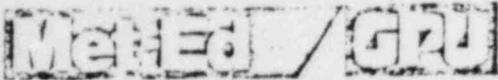
THE MILTON S. HERSHEY MEDICAL CENTER

By: S. A. Fulginiti
S. A. Fulginiti, Deputy Controller

METROPOLITAN EDISON COMPANY

By: J. G. Herbein
J. G. Herbein, Vice President

ATTACHMENT 1



Metropolitan Edison Company
Post Office Box 480
Middletown, Pennsylvania 17057
717 344-4041

Writer's Direct Dial Number

June 30, 1980
TLL 284

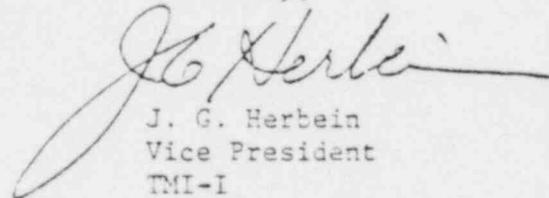
Division of Operating Reactors
Attn: R. W. Reid, Chief
Operating Reactors Branch No. 4
U. S. Nuclear Regulatory Commission
Washington, D.C. 20555

Dear Sir:

Three Mile Island Nuclear Station, Unit I (TMI-1)
Operating License No. DPR-50
Docket No. 50-289
Emergency Plans for TMI-I

Attached please find the letter of agreement between Radiation Management Corporation (RMC) and Metropolitan Edison Company dated June 1, 1979. This letter should be inserted in Appendix C of the TMI Emergency Plan (Enclosure 1) dated June 10, 1980.

Sincerely,



J. G. Herbein
Vice President
TMI-I

JGH:DGM:lma

Enclosure

cc: J. T. Collins
B. H. Grier
H. Silver
B. J. Snyder
J. Roe

Dupe
5007080244

POOR ORIGINAL

June 19, 1980

J. G. Herbein
V.P., Generation
Three Mile Island Nuclear Station
P.O. Box 480
Middletown, Pa. 17057

SUBJECT: Emergency Medical Assistance Program (EMAP)

Dear Mr. Herbein:

This confirms an agreement between Radiation Management Corporation (RMC) and Metropolitan Edison Company, wherein RMC agrees to furnish certain services to nuclear generation stations operated by Metropolitan Edison Company. These services comprise a program that is identified by RMC as an Emergency Medical Assistance Program (EMAP). With regard to Three Mile Island Nuclear Station, the EMAP contains the following provisions:

1. Semi-annual review of plant procedures, equipment and supplies and hospital procedures; one of these audits will be in conjunction with (7.) below;
2. Twenty-four-hour-per-day availability of expert consultation on management of radiation accidents;
3. Availability of Bicassay Laboratory for evaluation of radiation accidents;
4. Twenty-four-hour-per-day access to a Radiation Emergency Medical Team consisting of a physician, certified health physicist, and technicians with portable instrumentation to location of accident victim;
5. Availability and access to a medical center equipped for the definitive evaluation and treatment of radiation injuries;
6. Annual training for the plant, ambulance and hospital personnel who may be directly or indirectly involved in the execution of the radiation medical emergency program;
7. Preparation of an "accident" scenario for use as a training aid in a radiation medical emergency drill;
8. Coordination of a radiation medical emergency drill based on the scenario; umpired, video taped and critiqued by RMC;

PRESIDENT

Radiation
management
Corporation

UNIVERSITY CITY
SCIENCE CENTER

508 MARKET STREET
PHILADELPHIA, PA 19104
(610) 243-2950

POOR ORIGINAL

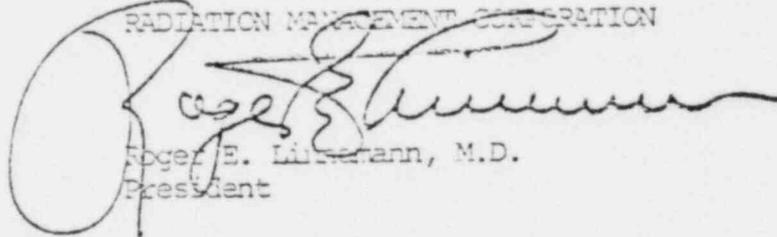
Metropolitan Edison Company
Three Mile Island
Page Two

9. Submission of two Drill Evaluation Reports; one relating to the observations made at the station, and another relating to observations made at the hospital; and
10. Participation in an annual one-day seminar in Philadelphia on the management of radiation accidents for physicians. Each plant may send one physician, and each utility company may send one physician.

ACCIDENT RESPONSE

Consultation and laboratory services by RMC personnel at no charge, incremental costs associated with consultative activities, such as travel, lodging and other related expenses.

RADIATION MANAGEMENT COOPERATION


Roger E. Linnemann, M.D.
President

REL/sl

- i. Ensure that accurate exposure records are maintained.
- j. Review and evaluate updated information and data.
- k. Relay significant information and data to onsite and offsite organizations, agencies, and response teams.
- l. Determine the necessity for onsite evacuation.

Emergency Director responsibilities that may not be delegated include:

- a. Decision to notify offsite emergency management agencies.
- b. Making protective action recommendations as necessary to off-site emergency management agencies.
- c. Classification of Emergency Event.
- d. Determining the necessity for on-site evacuation.
- e. Authorization for emergency workers to exceed normal radiation exposure limits.

To ensure that proper offsite authorities are kept fully informed of the emergency status and actions in progress, the Emergency Director will ensure that follow-up messages containing the following information, if it is known and appropriate, are transmitted in a timely manner:

- a. location of incident and name and telephone number (or communications channel identifications) of caller
- b. date/time of incident
- c. class of emergency
- d. type of actual or projected release
- e. estimate of quantity of radioactive material released or being released and height of release
- f. chemical and physical form of released material, including estimates of the relative quantities and concentration of noble gases, iodines and particulates
- g. prevailing weather (wind velocity, direction, temperature, atmospheric stability data, form of precipitation, if any)
- h. actual or projected dose rates and integrated dose at exclusion area boundary and at about 2 and 10 miles, including sectors affected
- i. estimate of any surface radioactive contamination
- j. emergency response actions underway
- k. recommended emergency actions, including protective measures
- l. request for any needed onsite support by offsite organizations
- m. prognosis for worsening or termination of event based on plant information

2. Plant Staff Emergency Assignments

- a. Communicator
The Communicator will report to the Emergency

ATTACHMENT 2