



THE MEMPHIS DEPOT TENNESSEE

ADMINISTRATIVE RECORD COVER SHEET

AR File Number 339

Dunn/kr/1564/moa.wpd

CEHNC-OE-DC (200-1c)

21 July 1998

MEMORANDUM FOR ~~CEHNC-DE~~ (COL Cunningham)


SUBJECT: Memorandum of Agreement (MOA)

1. The enclosed MOAs between U.S. Army Engineering and Support Center, Huntsville (USAESCH), the University of Tennessee (UT) Medical Group (doctors), and the Shelby County Healthcare Corporation (nurses) are prepared by USAESCH for medical support of the Engineering Evaluation/Cost Analysis at Defense Depot Memphis, TN. They have been signed by the other parties and are ready for your approval.
2. There is one original from the UT Medical Group and three originals from the Shelby County Healthcare Corporation for your signature.
3. After the enclosed MOAs have been signed, we will forward a copy to UT Medical Group and two originals to the Shelby County Healthcare Corporation for their files.
4. If you have any questions, you may call Steve Dunn at 5-1144.

FOR THE COMMANDER:


4 Encls

1. MOA UT Medical Group
2. MOA Shelby County
3. MOA Shelby County
4. MOA Shelby County



JOHN D. MATTHEWS, P.E.
Acting Director, Ordnance
and Explosives Team

CF:

OE-DC Twing/Read 
OE Read
OE-S Read
ED File/Read
OE-DC Dunn

MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE
AND
SHELBY COUNTY MEDICAL HEALTHCARE CORPORATION
d/b/a
THE REGIONAL MEDICAL CENTER AT MEMPHIS

PREPARED:	<u>Steven J. Dunn</u> Steve Dunn, OE	DATE: <u>7/6/98</u>
	<u>Kellie Williams</u> Kellie Williams, ED-SY-S	DATE: <u>7/6/98</u>
CONCURRED:	<u>Chuck Twing</u> Chuck Twing, OE	DATE: <u>7/7/98</u>
	<u>John Potter</u> John Potter, OE	DATE: <u>7/1/98</u>
	<u>Wayne Galloway</u> Wayne Galloway, OE	DATE: <u>7/6/98</u>
	<u>John Matthews</u> John Matthews, OE	DATE: <u>7/20/98</u>
	<u>Jim Wilson</u> Jim Wilson, ED-SY	DATE: <u>7/6/98</u>
	<u>Ron Lein</u> Ron Lein, ED	DATE: <u>7/6/98</u>
	<u>Bob Joslin</u> Bob Joslin, RM	DATE: <u>7/6/98</u>
	<u>Jim Reynolds</u> Jim Reynolds, CT	DATE: <u>7/6/98</u>
	<u>Craig Schmauder</u> Craig Schmauder, OC	DATE: <u>7/13/98</u>

MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE
AND
SHELBY COUNTY HEALTHCARE CORPORATION
d/b/a
THE REGIONAL MEDICAL CENTER AT MEMPHIS

SUBJECT: Treatment of Chemical Warfare Materiel Casualties at The
Regional Medical Center at Memphis

1. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to clearly establish the responsibilities and the organizational relationship between the U.S. Army Engineering and Support Center, Huntsville (USAESCH) and Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis. This MOA relates to the treatment at The Regional Medical Center at Memphis of workers actually or potentially exposed to chemical warfare materiel (CWM) at Dunn Field, Memphis Depot in Memphis, Tennessee. Workers include all Department of the Army and contract employees working on site.

2. REFERENCES:

2.1 Department of Army Pamphlet (DA PAM) 50-6, 1 February 1995, Chemical Accident or Incident Response and Assistance Operations.

2.2 Memorandum, SFIL-PMS, 23 November 1992, subject: Medical Support Requirements for Non-Stockpile Chemical Materiel Activities.

2.3 The above-cited references are merely illustrative and are deemed not to be part of this contract in any substantive respect.

3. RESPONSIBILITIES:

3.1 U.S. Engineering and Support Center, Huntsville (USAESCH) hereby agrees to the following provisions:

3.1.1 To provide Regional Medical Center with a list of chemical warfare materiel to which workers could be exposed while conducting activities at Memphis Depot, Tennessee along with a description of potential health effects.

3.1.2 In the event of a potential chemical warfare materiel exposure, to ensure that any potentially exposed casualties are decontaminated using approved Department of the Army decontamination solutions and procedures.

3.1.3 To arrange for the provision of initial and annual refresher (as necessary) medical training for the treatment of chemical warfare materiel casualties to those personnel of The Regional Medical Center who may be involved with the treatment and management of Chemical Warfare Materiel casualties. USAESCH shall reimburse The Regional Medical Center for all costs incurred in providing these nurses for mandatory training. Said costs shall include, but not necessarily be limited to, the following: salary and/or hourly wage for the nurses attending the required medical training; any increases above normal salary and/or hourly wages, including the difference between regular and overtime pay for nurses substituting at The Regional Medical Center for those nurses participating in the required medical training.

3.1.4 To provide an opportunity for Regional Medical Center personnel to participate in chemical warfare materiel emergency exercises including the table top exercise and pre-operational survey. USAESCH shall reimburse The Regional Medical Center for all costs incurred in providing these nurses for mandatory training. Said costs shall include, but not necessarily be limited to, the following: salary and/or hourly wage for the nurses attending the required medical training; any increases above normal salary and/or hourly wages, including the difference between regular and overtime pay for nurses substituting at The Regional Medical Center for those nurses participating in the required medical training.

3.1.5 To have an on-site, DOT-approved ambulance ready to transport decontaminated casualties to The Regional Medical Center.

3.1.6 To take physical and financial responsibility and accountability for any medical equipment which becomes contaminated with chemical warfare materiel until the medical equipment is destroyed by authorized methods or until released by competent authority. In all respects and at all times, this function shall remain the sole duty of USAESCH.

3.1.7 To reimburse The Regional Medical Center, at usual and customary rates, for all charges incurred by USAESCH employees and/or agents during their treatment.

3.2 The Regional Medical Center hereby agree to the following provisions:

3.2.1 To have available on duty at The Regional Medical Center between 7:00 am and 7:00 pm on the days that excavation is underway, at least one (1) nursing staff member that has been trained in chemical warfare materiel casualty care. USAESCH agrees to bear any and all costs above usual and customary, such as overtime pay for working hours beyond a normal shift, necessary to have these previously trained members on-duty during excavation.

3.3.2 To provide required medical care after receiving decontaminated CWM casualties at the emergency room or other location designated by The Regional Medical Center.

3.2.3 To designate at least, but not necessarily more than, four (4) nurses who shall attend required medical training on the treatment and management of chemical warfare materiel casualties and to make those individuals available for participation in the annual refresher training.

3.2.4 To have available at The Regional Medical Center the following emergency treatment medical supplies for treatment of any warfare agency casualty:

3.2.2.1 Sodium Nitrate injection, USP 300mg/10ml (4 ea)

3.2.2.2 Sodium Thiosulfate injection, USP 12.5 gr, 50 ml (4 ea)

3.2.2.3 British Anti-Lewisite (BAL) injection, 10 percent in oil (2 ea)

3.2.5 Upon consent of the patient or patient's authorized representative, to allow authorized representatives of the Army or contractor full access to any health records or documents initiated during the evaluation or treatment of worker(s) potentially exposed to chemical warfare materiel. Provided, however, this provision will impose no obligation on The Regional Medical Center to release any information in violation of any State or Federal law, rule, or regulation.

3.2.6 To notify a designated representative of the U.S. Army Corps of Engineers whenever an Army or contractor employee has been exposed to chemical warfare materiel. Provided, however, this provision will impose no obligation on The Regional Medical Center to release any information in violation of any State or Federal law, rule, or regulation.

4. RESOURCES.


No additional manpower spaces will be required from the other party. Each party will execute its responsibilities from the resources allocated through normal allocation procedures.

5. DURATION AND REVIEW.

This Memorandum of Agreement is effective for planning and coordination action on the date of later signing.

The parties to this MOA will meet at the request of either party to review the provisions of this agreement. Any revisions, additions, deletions, or changes will be made in writing and signed by the signatories or their designated representatives.

This MOA will remain in effect until superseded or terminated by written mutual agreement. Planning meetings will be conducted annually, or more frequently if necessary, to re-coordinate the provisions of the memorandum. Either party may terminate this MOA, with or without cause, by providing sixty (60) day prior written notification.


 Walter J. Cunningham
 Colonel, Corps of Engineers
 Commanding Officer


 Date


 Shelby County Healthcare Corporation

7-13-98
 Date

#98-17

MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE
AND
UT MEDICAL GROUP, INC.

PREPARED:	<u>Steven J. Dunn</u> Steve Dunn, OE	DATE: <u>7/6/98</u>
	<u>Kellie Williams</u> Kellie Williams, ED-SY-S	DATE: <u>7/6/98</u>
CONCURRED:	<u>Chuck Twing</u> Chuck Twing, OE	DATE: <u>7/7/98</u>
	<u>John C. Potter</u> John Potter, OE	DATE: <u>7/11/98</u>
	<u>Wayne Galloway</u> Wayne Galloway, OE	DATE: <u>7/6/98</u>
	<u>John Matthews</u> John Matthews, OE	DATE: <u>7/7/98</u>
	<u>Jim Wilson</u> Jim Wilson, ED-SY	DATE: <u>7/6/98</u>
	<u>Ron Lein</u> Ron Lein, ED	DATE: <u>7/6/98</u>
	<u>Bob Joslin</u> Bob Joslin, RM	DATE: <u>7/6/98</u>
	<u>Jim Reynolds</u> Jim Reynolds, CT	DATE: <u>7/6/98</u>
	<u>Craig Schmauder</u> Craig Schmauder, OC	DATE: <u>7/13/98</u>

MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE
AND
UT MEDICAL GROUP, INC.

SUBJECT: Off-Site Treatment of Chemical Warfare Materials
Casualties at Memphis Depot, Memphis, Tennessee

1. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to clearly establish the responsibilities and the organizational relationship between the U.S. Army Engineering and Support Center, Huntsville (USAESCH) and the UT Medical Group, Inc. (UTMG). This MOA relates to the off-site treatment of workers potentially exposed to chemical warfare materiel at the Memphis Depot, Tennessee. Workers include all Department of the Army and contract employees working on site.

2. REFERENCES:

2.1 Department of Army Pamphlet (DA PAM) 50-6, 1 February 1995, Chemical Accident or Incident Response and Assistance Operations.

2.2 Memorandum, SFIL-PMS, 23 November 1992, subject: Medical Support Requirements for Non-Stockpile Chemical Materiel Activities.

3. RESPONSIBILITIES:

3.1 U.S. Engineering and Support Center, Huntsville (USAESCH) hereby agrees to the following provisions:

3.1.1 To provide UTMG with a list of chemical warfare materiel to which workers could be exposed while conducting activities at Memphis Depot, Tennessee along with a description of potential health effects.

3.1.2 In the event of a potential chemical warfare materiel exposure, to ensure that any potentially exposed casualties are decontaminated using approved Department of the Army decontamination solutions and procedures.

3.1.3 To arrange for the provision of initial and annual (as required) refresher medical training for the treatment of chemical warfare materiel casualties to those UTMG personnel who may be involved with the treatment and management of Chemical Warfare Materiel casualties.

3.1.4 To provide an opportunity for UTMG personnel to participate in chemical warfare materiel emergency exercises including the table top exercise and pre-operational survey.

3.1.5 To have an on-site, DOT-approved ambulance ready to transport decontaminated casualties to the Regional Medical Center.

3.1.6 To take responsibility and accountability for any medical equipment which becomes contaminated with chemical warfare materiel until the medical equipment is destroyed by authorized methods or until released by competent authority.

3.2 UTMG hereby agrees to the following provisions:

3.2.1 To have available on duty at the Regional Medical Center, during mutually agreed-upon times, staff members designated by the hospital administrator and Chief Medical Officer of UTMG, that have been trained in chemical warfare materiel casualty care.

3.3.2 To provide required medical care after receiving decontaminated CWM casualties at the emergency room or other location designated by the Regional Medical Center.

3.2.3 To designate UTMG physicians to attend required medical training on the treatment and management of chemical warfare materiel casualties and to make those individuals available for participation in the annual refresher training, such training to coincide with stages of operation at Dunn Field, Memphis Depot.

3.2.4 Upon consent of the patient or patient's authorized representative, to allow authorized representatives of the Army or contractor full access to any health records or documents initiated during the evaluation or treatment of worker(s) potentially exposed to chemical warfare materiel. This provision, however, will impose no obligation on UTMG to release any information in violation of any applicable laws, regulations, policies or contracts.

3.2.5 To notify a designated representative of the U.S. Army Corps of Engineers whenever an Army or contractor employee has been exposed to chemical warfare materiel. This provision, however, will impose no obligation on UTMG to release any information in violation of any applicable laws, regulations, policies or contracts.

4. RESOURCES.

4.1 No additional manpower spaces will be required from the other party. Each party will execute its responsibilities from the resources allocated through normal allocation procedures.

4.2 Reasonable costs associated with physician training will be paid by USAESCH to UTMG according to the rate agreed upon by both parties. Schedule A contains a level of effort required by UTMG.

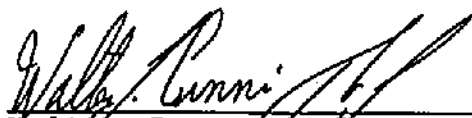
4.3 In the event a casualty patient requires medical or surgical care by UTMG physicians, the usual and customary charges will be made for those services. The patient's employer will assure reimbursement to UTMG for these charges. UTMG and its physicians will aid in executing any reasonable required insurance documents.

5. DURATION AND REVIEW.

This Memorandum of Agreement is effective for planning and coordination action on the date of later signing.

The parties to this MOA will meet at the request of either party to review the provisions of this agreement. Any revisions, additions, deletions, or changes will be made in writing and will only be effective if signed by the signatories or their designated representatives.

This MOA will remain in effect until superseded or terminated by written mutual agreement. Planning meetings will be conducted annually, or more frequently if necessary, to re-coordinate the provisions of the memorandum. Either party wishing to terminate this MOA shall submit a written notification with sufficient notice to prevent unreasonable disruption to the project, but in no event shall the notice be given in less than 60 days.


Walter J. Cunningham
Colonel, Corps of Engineers
Commanding


22/1/98
Date

for W. Roberts, Chief Financial Officer 7/8/98
Steve Burkett Date
President and CEO
UT Medical Group, Inc.

James W. Pate 7-8-98
James W. Pate Date
Chief Medical Officer
UT Medical Group, Inc.

Schedule A
Required Training of the UTMG Physicians
for
The Off-Site Treatment of Chemical Warfare Materiel Casualties at
Memphis Depot
Memphis, Tennessee

Training. Will be carried out over 3 days in facilities of UTMG in July 1998 and annually thereafter, as needed.

- o Facility by UTMG
(Classroom, conference room, projectors, etc)
- o Emergency Department Physicians
- o Burn Center Surgeons
- o Critical Care Specialists
- o Trauma Center Coordinating Surgeon
- o Hyperbaric Pressure Team

Approximately 8 to 12 people

FINAL PAGE

ADMINISTRATIVE RECORD

FINAL PAGE

FINAL PAGE

ADMINISTRATIVE RECORD

FINAL PAGE