Memorandum of Understanding
for Hazardous Waste Exposure
between
A.T. Still University of Health Sciences
and
Northeast Regional Medical Center

This Memorandum of Understanding (hereinafter “Agreement”) is made and entered into this 15th
day of January, 2015, by and between A.T. Still University of Health Sciences, a
Missouri nonprofit corporation (hereinafter “University”) and Northeast Regional Medical
Center (hereinafter “NRMC”), referred to herein individually as “Party” or collectively as
“Parties.”

WHEREAS, the University is a health sciences institution located in Kirksville, Missouri;

WHEREAS, NRMC is a hospital in Kirksville, Missouri, that would likely provide medical
attention in the event a person is exposed to hazardous waste;

WHEREAS, the Parties acknowledge that NRMC can better treat patients for hazardous waste
exposure by knowing in advance what hazardous waste materials are present on the University
campus; and

WHEREAS, the Parties desire to enter into this Agreement to comply with 40 CFR 265.37 and
to educate the Parties on hazardous waste produced by the University in order to best ensure
appropriate treatment for individuals exposed to hazardous waste.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained,
and other good and valuable consideration the receipt and sufficiency of which is hereby
acknowledged, it is understood and agreed by the Parties, as follows:

The Parties of this Agreement understand and agree to the following:

1. The University has and will maintain an Emergency Operations Plan and a Hazard
   Communication Plan that will dictate appropriate on-site responses to hazardous waste
   exposure.
2. In the event of a hazardous waste and/or chemical spill, University lab personnel will
   safely attempt to contain and neutralize the spill whenever possible.
3. In the event of a hazardous waste and/or chemical spill, University lab personnel will
   immediately notify the ATSU Biohazard Committee Chair/Radiation Safety Officer and
   Emergency Coordinator.
4. If the hazardous waste spill cannot be safely contained or neutralized by University lab
   personnel, the University will immediately call the Kirksville Fire Department
   (hereinafter “KFD”). Once KFD is on the scene, KFD is the sole entity in charge until it
   deems the area safe.
5. The University has entered into a similar agreement with KFD and the Kirksville Police Department in order to better ensure timely and appropriate response to a hazardous waste spill or exposure.

6. The types of hazardous waste produced by the University are: Formaldehyde 5% mixture, Phenol 3.3% mixture (percentages are based on new in-the-barrel percentages but are actually diluted by at least 50%), Xylene and Solvents.

7. If emergency treatment is required at NRMC, the University will provide all pertinent Material Safety Data Sheets or other data, as well as compensation for specialized materials as may be necessary for NRMC to treat patients exposed to hazardous waste.

8. As of the date of this Agreement, the University acknowledges under Title 40 CFR Chapter 1 Subpart J Part 355 Subpart B 355.10-355.16 that the University does not have any extremely hazardous substances (EHS) in amounts equal to or greater than its threshold planning quantity (TPQ).

A.T. STILL UNIVERSITY OF HEALTH SCIENCES

By: [Signature]
Craig M. Phelps, DO, President

NORTHEAST REGIONAL MEDICAL CENTER

By: [Signature]
Printed Name: [Name]
Title: [Title]