

LOS ALAMOS SCIENTIFIC LABORATORY
UNIVERSITY OF CALIFORNIA
LOS ALAMOS, NEW MEXICO 87544

714507

OFFICE MEMORANDUM

TO : Distribution

DATE: October 21, 1974

FROM : Rosemary H. Griffith

SUBJECT : Liability Coverage of LASL Employees Working under the Cost-Reimbursement Contract and Amendments between U of C and UNM

SYMBOL : ADLL-2066

There is no immediate problem with liability coverage for LASL employees working under the above-noted contract. The LASL Liability Policy limits general liability for bodily injury to \$100,000 for each person and \$2,000,000.00 for each accident. The total aggregate limit for coverage under the policy is \$2,000,000.00 for each year of the policy period. We are currently attempting to get these limits raised.

The malpractice rider to the policy states that "malpractice, error or mistake in rendering of medical, surgical, nursing or hospital services or treatment or the omission thereof shall be deemed an accident, and that all malpractice, error or mistake in the rendering or omission of such services or treatment to any one person shall be deemed one accident." Under the terms of the malpractice rider, any employee of the Regents of the University of California who renders or omits to render any of the above-defined services or treatment is protected under the malpractice rider. If an employee does not come under the terms of the malpractice rider, he is covered under the general liability provisions of the policy.

In addition, the UC-UNM contract contains a clause that requires indemnification by UNM of UC and Government employees involved in the project. The purpose of this provision is to prevent UC and Government liability where UC and Government employees are acting under the supervision and instruction of UNM employees.

As long as the people involved follow instructions in accordance with the letter written by M. M. Kligerman on October 17, 1974, subject "Medical/Legal Responsibility at Los Alamos," I seriously doubt that we will have to require payment under our liability policy. In any event, we are adequately protected for the time being.

RHG:mef
Distribution:
H. M. Agnew ✓
Dr. M. M. Kligerman
Dr. G. L. Voelz
Dr. R. S. Grier
ISD-5
File

Rosemary H. Griffith
Rosemary H. Griffith
REPOSITORY LANL/RC
COLLECTION Dir. Off. Files
SERIAL B-10, D13
VOLUME B10 334 384

P.S. In addition, the University is held harmless by the AEC under the terms of the Prime Contract.

COPIED FOR
HSPT 00132638.001



BEST COPY AVAILABLE

1092442