

ANNEX 9
LETTERS OF AGREEMENT AND MEMORANDA OF UNDERSTANDING
(TO THE SOUTH CAROLINA OPERATIONAL RADIOLOGICAL EMERGENCY
RESPONSE PLAN)

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I. LETTERS OF AGREEMENT

States of North and South Carolina

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AGREEMENT

THIS AGREEMENT is made by and between the GOVERNOR of the State of North Carolina and the GOVERNOR of the State of South Carolina.

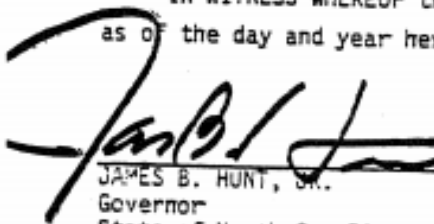
Section 1. Each Governor shall notify the Governor of the adjoining sister state, through the STATE EMERGENCY OPERATING CENTERS or other duly responsible state department, of any release of radioactive materials into the environment (air, ground, river, stream, etc.) that may affect the environment of the adjoining sister state.

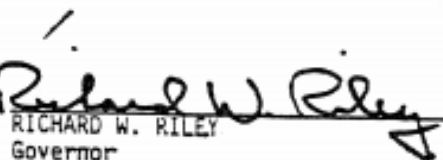
Section 2. This NOTIFICATION is to take place immediately upon the identification of a release of radioactive materials that might constitute such a threat. Subsequent notices shall be given as necessary.

Section 3. MESSAGES will include, at the minimum, that information indicated in the attached standard message.

Section 4. THIS AGREEMENT is to become effective upon signing by both Governors. It shall be automatically renewed from year to year, subject to the right of either Governor to terminate THIS AGREEMENT at any time during the term by furnishing thirty (30) days prior written notice to the other Governor that termination is desired.

IN WITNESS WHEREOF the parties hereto have executed THIS AGREEMENT as of the day and year hereinafter written.


JAMES B. HUNT, SR.
Governor
State of North Carolina
Dated: December 14, 1979


RICHARD W. RILEY
Governor
State of South Carolina
Dated:


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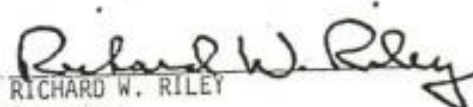
*States of Georgia and South Carolina*A G R E E M E N T

THIS AGREEMENT is made by and between the GOVERNOR of the State of Georgia and the GOVERNOR of the State of South Carolina.

- Section 1. Each Governor shall notify the Governor of the adjoining sister state, through the STATE EMERGENCY OPERATING CENTERS or other duly responsible state department, of any release of radioactive materials into the environment (air, ground, river, stream, etc.) that may affect the environment of the adjoining sister state.
- Section 2. This NOTIFICATION is to take place immediately upon the identification of a release of radioactive materials that might constitute such a threat. Subsequent notices shall be given as necessary.
- Section 3. MESSAGES will include, at the minimum, that information indicated in the attached standard message.
- Section 4. THIS AGREEMENT is to become effective upon signing by both Governors. It shall be automatically renewed from year to year, subject to the right of either Governor to terminate THIS AGREEMENT at any time during the term by furnishing thirty (30) days prior written notice to the other Governor that termination is desired.

IN WITNESS WHEREOF the parties hereto have executed THIS AGREEMENT as of the day and year hereinafter written.


GEORGE D. BUSBEE
Governor
State of Georgia


RICHARD W. RILEY
Governor
State of South Carolina

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SC DHEC and REAC/TS**Department of Energy**

ORNL Site Office
P.O. Box 2008
Oak Ridge, Tennessee 37831-6269

February 7, 2017

Dr. Samuel L. Finklea, Senior Analyst
Office of Public Health Preparedness
South Carolina Department of Health
and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

Dear Dr. Finklea:

**LETTER OF AGREEMENT - RADIATION EMERGENCY ASSISTANCE
CENTER/TRAINING SITE (REAC/TS) SUPPORT**

On January 27, 2017, you sent an email requesting that the Department of Energy (DOE) REAC/TS facilities and team continue to be available to provide backup capability and assistance to the South Carolina Department of Health and Environmental Control in the event of a radiological emergency. This response constitutes our agreement to provide this service upon your request. The agreement remains in effect until terminated in writing by either party. We wish to remind you that our REAC/TS facilities in the Oak Ridge Institute for Science and Education (ORISE) are government controlled and operated by Oak Ridge Associated Universities under contract with DOE. Therefore, REAC/TS is prohibited from competing with commercial firms that can provide radiological emergency services. Only if the magnitude or uniqueness of a radiological emergency exceeds your in-house and commercially available capabilities would REAC/TS be authorized to provide backup services.

Since these facilities are government controlled, no fee or retainer is required to assure the availability of backup services by REAC/TS. However, if you utilize the services of REAC/TS, we should expect to recover those costs that could reasonably be related to handling such an incident, including all charges billed to DOE or ORISE by hospitals and physicians. Information concerning the REAC/TS facilities, staff, services available, and procedures for seeking REAC/TS assistance can be obtained by direct contact with the REAC/TS Director, Dr. Nicholas Dainiak, ORISE, Post Office Box 117, Oak Ridge, Tennessee 37831, or at telephone number (865) 576-3131.

SC DHEC and REAC/TS (continued)

Dr. Samuel L. Finklea

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February 7, 2017

**LETTER OF AGREEMENT - RADIATION EMERGENCY ASSISTANCE
CENTER/TRAINING SITE (REAC/TS) SUPPORT**

If there are any questions or additional information is required, please contact James Barnard at (865) 574-8266.

Sincerely,



Michele G. Branton
Contracting Officer's Representative

cc:

H. Randall Fair, SC-OSO
Daniel K. Hoag, SC-OSO
Kenneth L. Kimbrough, SC-OSO
Nicholas Dainiak, ORAU

II. SCEMD, DHEC, AND NUCLEAR PLANT MOUs

SCEMD, DHEC, and SCE&G at V.C. Summer

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “MOU”) is entered into as of June 15, 2017, (the “**Effective Date**”), by and among the South Carolina Emergency Management Division (“**SCEMD**”), the South Carolina Department of Health and Environmental Control (“**SCDHEC**”) and, together with SCEDM, the “**State Organizations**”) and South Carolina Electric & Gas (“**SCE&G**”) pertaining to the V.C. Summer Nuclear Plant. SCE&G and the State Organizations are herein referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, SCE&G desires to have the State Organizations provide, and the State Organizations desire to provide assistance to support the V.C. Summer Nuclear Plant Emergency Plans, as more specifically described herein; and

WHEREAS, pursuant to State statutes and regulations, the State Organizations have the authority to enter into and provide the assistance described in this MOU.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge and agree as follows:

1. **Assistance to be Provided.** Pursuant to this MOU, the State Organizations hereby agree to provide assistance to support V.C. Summer Nuclear Plant Emergency Plans, including the assistance to be provided in the event of an emergency. For purposes of this MOU, an emergency includes, but is not limited to, a radioactive release, hostile action, large scale fire or natural disaster (*e.g.*, hurricane, tornado, earthquake or flooding), as may be more specifically described in the State and local emergency plans.
 - a. SCEDM agrees that non-emergency assistance to be provided includes:
 - i. complying with all applicable laws and regulations (“as required”), including those of the Nuclear Regulatory Commission (NRC) or Federal Emergency Management Agency (FEMA);
 - ii. developing, reviewing and updating the SC Operational Radiological Emergency Response Plan (SCORERP) as required, to include coordinating support to provide sufficient resources (including personnel) and equipment to V.C. Summer in the event of an emergency;
 - iii. providing assistance to all organizations and agencies within the State (*e.g.*, Counties, fire departments, local law enforcement agencies and emergency medical service providers) in the planning, training, development and maintenance of local radiological emergency response plans and procedures for V.C. Summer;
 - iv. participating, as required, in (A) radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities to beyond design basis and hostile action exercises sufficient to

SCEMD, DHEC, and SCE&G at V.C. Summer (continued)

- maintain Federal Emergency Management Agency (FEMA) approval, and the development thereof, and (B) any training provided by SCE&G;
- v. maintaining a twenty-four (24) hour alert, notification and response capability;
 - vi. developing, reviewing and updating site specific plans to include any unusual hazards, characteristics, or features of V.C. Summer that are relevant to the assistance SCEDM and SCDHEC are expected to provide pursuant to the MOU and making personnel aware of any such hazards, characteristics, or features;
 - vii. providing radiological emergency response training to State agencies and local governments as required or upon request.
- b. SCDHEC agrees that non-emergency assistance to be provided includes:
- i. developing, reviewing and updating the South Carolina Technical Radiological Emergency Response Plan (SCTREERP) as required;
 - ii. participating in developing, reviewing and updating the State's radiological emergency response plans;
 - iii. maintaining a radiological hazard assessment capability and providing radiological technical support, coordination and guidance for the State and local governments;
 - iv. providing radiological emergency response training to State agencies and local governments; and
 - v. participating, as required, in (A) radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities to beyond design basis and hostile action exercises sufficient to maintain Federal Emergency Management Agency (FEMA) approval, and the development thereof, and (B) any training provided by SCE&G.
- c. In the event of an emergency, SCEDM agrees that the assistance to be provided includes:
- i. activating and directing the State Emergency Operations Center (SEOC) when directed by the governor;
 - ii. coordinating protective actions ordered by the governor or designee;
 - iii. coordinating support (A) to provide sufficient resources (including personnel) and equipment in the event of an emergency, with any requests for the foregoing to be processed by the SEOC, and (B) for the transfer of staged plant equipment following an emergency, which may include removing large debris and making roadway repairs to ensure that the movement of resources on normal pathways is not restricted; and

SCEMD, DHEC, and SCE&G at V.C. Summer (continued)

- iv. coordinating the state and federal response in support of local agencies (*e.g.*, Counties, fire departments, local law enforcement agencies and emergency medical service providers) following an emergency declaration to provide offsite assistance that includes:
 - 1. fire suppression and search and rescue and other specialized services;
 - 2. traffic control;
 - 3. evacuation assistance;
 - 4. back up route alerting; and
 - 5. ambulances and quick response vehicles to support emergency lifesaving care and transportation of individuals to designated medical facilities.
 - v. filling additional assistance requests by SCE&G with consideration to resource availability.
 - vi. activating a joint information system (JIS) to share information, news releases and messages with SCE&G and other involved official agencies, including the emergency management agencies of the State and other counties, through various means, including, but not limited to, phone calls, bridge/conference lines, e-mails, video conferencing, shared websites, social media (*e.g.*, Facebook, Twitter, YouTube, UStream, etc.), and the establishment of joint information centers (JICs) and any other methods as agreed upon by SCE&G, the State and other involved official agencies;
 - vii. coordinating the release of public information regarding the emergency response with SCE&G and other involved official agencies; and
 - viii. using approved procedures and facilities as agreed upon by SCE&G, the State, the County(ies) and other involved official agencies to gather and share information and conduct news conferences and briefings in a coordinated manner.
- d. In the event of an emergency, SCDHEC agrees that the assistance to be provided includes the following:
- i. obtaining and coordinating radiological assistance from the federal government, other mutual-aid states and the nuclear industry, as required;
 - ii. conducting and/or coordinating off-site radiological surveillance and monitoring with the V.C. Summer off-site monitoring group;

SCEMD, DHEC, and SCE&G at V.C. Summer (continued)

- iii. making recommendations to the State for protective actions as well as recovery and re-entry guidelines;
- iv. providing 24-hour accident response capability with SCE&G and State management and ensuring notification is made in accordance with the SCTRERP;
- v. providing representatives to SCE&G's Emergency Operations Facility and the State Emergency Operations Center, if activated; and
- vi. coordinating all information on the status of emergency operations and radiological hazards through the State Joint Information Center, if established, and the Governor's Press Office, for release to the public.
- vii. Complying with applicable state and federal confidentiality laws and regulations.

The State Organizations agree that any resources or equipment expected to provide assistance will be maintained in a state of readiness suitable to support an emergency or exercise at V.C. Summer. If any such resources or equipment are damaged or destroyed in the course of the State Organizations providing offsite assistance during an emergency at V.C. Summer Nuclear Station, SCE&G agrees to repair or replace such resources or equipment.

2. **Compensation.** In consideration of the assistance to be provided by the State Organizations pursuant to this MOU, South Carolina Electric & Gas agrees to make an annual payment, payable to SCEDM, each year pursuant to, and in accordance with, the then current Grant Agreement by and among Duke Energy, SCEDM, Southern Nuclear Operating Company and South Carolina Electric & Gas Company (the "**Grant Agreement**"). SCEDM further agrees to compensate DHEC through an annual contract for services.
3. **Term.** This MOU shall be effective as of the Effective Date and shall remain in effect until terminated by any Party upon at least six (6) months written notice to the other Parties. This MOU will automatically renew year-to-year unless a party exercises an option not to renew upon six (6) months written notice. This MOU may be terminated by either party upon at least one (1) month written notice for breach by the other Party. This MOU should be reviewed by the Parties annually to verify that the State Organizations remain capable of providing assistance to support SCE&G's Emergency Plans.
4. **Entire MOU; Conflicts.** This MOU constitutes the entire agreement between the Parties and supersedes, terminates and replaces all prior oral or written agreements between the Parties with respect to the subject matter hereof, including the Memoranda of Understanding among SCEDM, SCDHEC and South Carolina Electric & Gas that were executed in August 2006, December 2009 and June 2014. South Carolina Electric & Gas and SCEDM acknowledge and agree that the MOU and the Grant Agreement are intended to be complementary. However, in the event of an irreconcilable conflict between the MOU and the Grant Agreement regarding the assistance to be provided by the State Organizations, the MOU shall govern.

SCEMD, DHEC, and SCE&G at V.C. Summer (continued)

- 5. **Severability.** If any provision of this MOU is found to be invalid, illegal or unenforceable then, notwithstanding such invalidity, illegality or unenforceability, this MOU shall remain in full force and effect and there shall be substituted for such illegal or unenforceable provision a like but legal and enforceable provision which most nearly implements the intention of the SCEMD, SCDHEC and SCE&G. If a like but legal and enforceable provision cannot be substituted under the laws of a particular jurisdiction, then the illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect.
- 6. **Counterparts.** This MOU may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the SCEMD, SCDHEC and SCE&G.

IN WITNESS WHEREOF, this MOU has been executed and delivered by the duly authorized representatives of the SCEMD, SCDHEC and SCE&G as of the Effective Date.

SOUTH CAROLINA ELECTRIC & GAS

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

By: *Jeff Archie*
 Name: Jeff Archie
 Title: Senior Vice President – Chief Nuclear Officer

By: *Myra C. Reece*
 Name: Myra C. Reece
 Title: Director of Environmental Affairs

By: *Francine Miller*
 Name: Francine Miller
 Title: Contracts Manager 6-1-17

SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

By: *Kim Stenson*
 Name: Kim Stenson
 Title: Director

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SCEMD, DHEC, and Duke Energy

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “**MOU**”) is entered into as of June 20, 2014 (the “**Effective Date**”), by and among Duke Energy Carolinas, LLC and Duke Energy Progress, Inc. (collectively “**Duke Energy**”), as licensees of the Catawba, Oconee, and Robinson nuclear plants (the “**Nuclear Plants**”); South Carolina Emergency Management Division (“**SC EMD**”); and South Carolina Department of Health and Environmental Control, Environmental Quality Control (“**SC DHEC**” and, together with SC EMD, the “**State Organizations**”). Duke Energy and the State Organizations are herein referred to collectively as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, Duke Energy desires to have the State Organizations provide, and the State Organizations desire to provide assistance to support the Nuclear Plants’ Emergency Plans, as more specifically described herein; and

WHEREAS, pursuant to State statutes and regulations, the State Organizations have the authority to enter into and provide the assistance described in this MOU.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge and agree as follows:

I. Assistance to be Provided. Pursuant to this MOU, the State Organizations hereby agree to provide assistance to support the Nuclear Plants’ Emergency Plans, including the assistance to be provided in the event of an emergency. For purposes of this MOU, an emergency includes, but is not limited to, a radioactive release, hostile action, large scale fire or natural disaster (e.g., hurricane, tornado, earthquake or flooding), as may be more specifically described in the State and local emergency plans.

a. SC EMD agrees that non-emergency assistance to be provided includes:

i. complying with all applicable laws and regulations (“as required”), including those of the Nuclear Regulatory Commission (NRC) or Federal Emergency Management Agency (FEMA);

ii. developing, reviewing and updating the SC Operational Radiological Emergency Response Plan (SCORERP) as required, to include coordinating support to provide sufficient resources (including personnel) and equipment to the Nuclear Plants in the event of an emergency;

iii. providing assistance to all organizations and agencies within the State (e.g., Counties, fire departments, local law enforcement agencies and emergency medical service providers) in the planning, training, development and

SCEMD, DHEC, and Duke Energy (continued)

maintenance of local radiological emergency response plans and procedures for the Nuclear Plants;

iv. participating, as required, in (A) radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities to beyond design basis and hostile action exercises sufficient to maintain Federal Emergency Management Agency (FEMA) approval, and the development thereof, and (B) any training provided by Duke Energy;

v. maintaining a twenty-four (24) hour alert, notification and response capability;

vi. developing, reviewing and updating site specific plans to include any unusual hazards, characteristics, or features of each Nuclear Plant that are relevant to the assistance the State Organizations are expected to provide pursuant to the MOU and making personnel aware of any such hazards, characteristics, or features;

vii. providing radiological emergency response training to State agencies and local governments as required or upon request.

b. SC DHEC agrees that non-emergency assistance to be provided includes:

i. developing, reviewing and updating the South Carolina Technical Radiological Emergency Response Plan (SCTRERP) as required;

ii. participating in developing, reviewing and updating the State's radiological emergency response plans;

iii. maintaining a radiological hazard assessment capability and providing radiological technical support, coordination and guidance for the State and local governments;

iv. providing radiological emergency response training to State agencies and local governments; and

v. participating, as required, in (A) radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities to beyond design basis and hostile action exercises sufficient to maintain Federal Emergency Management Agency (FEMA) approval, and the development thereof, and (B) any training provided by Duke Energy.

SCEMD, DHEC, and Duke Energy (continued)

c. In the event of an emergency, SC EMD agrees that the assistance to be provided includes:

i. activating and directing the State Emergency Operations Center (SEOC) when directed by the governor;

ii. coordinating protective actions ordered by the governor or designee;

iii. coordinating support (A) to provide sufficient resources (including personnel) and equipment in the event of an emergency, with any requests for the foregoing to be processed by the SEOC, and (B) for the transfer of staged plant equipment following an emergency, which may include removing large debris and making roadway repairs to ensure that the movement of resources on normal pathways is not restricted; and

iv. coordinating the state and federal response in support of local agencies (e.g., Counties, fire departments, local law enforcement agencies and emergency medical service providers) following an emergency declaration to provide offsite assistance that includes:

1. fire suppression and search and rescue and other specialized services;

2. traffic control;

3. evacuation assistance;

4. back up route alerting; and

5. ambulances and quick response vehicles to support emergency lifesaving care and transportation of individuals to designated medical facilities.

v. filling additional assistance requests by Duke Energy with consideration to resource availability.

d. In the event of an emergency, SC DHEC agrees that the assistance to be provided includes the following:

i. obtaining and coordinating radiological assistance from the federal government, other mutual-aid states and the nuclear industry, as required;

ii. conducting and/or coordinating off-site radiological surveillance and monitoring with the Duke Energy off-site monitoring group;

SCEMD, DHEC, and Duke Energy (continued)

- iii. making recommendations to the State for protective actions as well as recovery and re-entry guidelines;
- iv. providing 24-hour accident response capability with Duke Energy and State management and ensuring notification is made in accordance with the SCTRERP;
- v. providing representatives to the applicable Nuclear Plant's Emergency Operations Facility and the State Emergency Operations Center, if activated; and
- vi. coordinating all information on the status of emergency operations and radiological hazards through the State Joint Information Center, if established, and the Governor's Press Office, for release to the public.

The State Organizations agree that any resources or equipment expected to provide assistance will be maintained in a state of readiness suitable to support an emergency or exercise at the Nuclear Plants. If any such resources or equipment are damaged or destroyed in the course of the State Organizations providing offsite assistance during an emergency at a Nuclear Plant, Duke Energy agrees to repair or replace such resources or equipment

2. **Compensation.** In consideration of the assistance to be provided by the State Organizations pursuant to this MOU, Duke Energy agrees to make an annual payment, payable to SC EMD, each year pursuant to, and in accordance with, the then-current Grant Agreement by and among Duke Energy, SC EMD, Southern Nuclear Operating Company and South Carolina Electric and Gas Company (the "**Grant Agreement**"). SC EMD further agrees to compensate DHEC through an annual contract for services.

3. **Term.** This MOU shall be effective as of the Effective Date and shall remain in effect for three (3) years; provided, however, that this MOU may be terminated by any Party upon at least six (6) months written notice to the other Parties. This MOU should be reviewed by the Parties annually to verify that the State Organizations remain capable of providing assistance to support the Nuclear Plant's Emergency Plan.

4. **Entire MOU; Conflicts.** This MOU constitutes the entire agreement between the Parties and supersedes, terminates and replaces all prior oral or written agreements between the Parties with respect to the subject matter hereof, including the Memorandum of Understanding among SC EMD, SC DHEC and Duke Energy that was executed in December 2012. Duke Energy and SC EMD acknowledge and agree that the MOU and the Grant Agreement are intended to be complementary. However, in the event of an irreconcilable conflict between the MOU and the Grant Agreement regarding the assistance to be provided by the State Organizations, the MOU shall govern.

SCEMD, DHEC, and Duke Energy (continued)

5. **Severability.** If any provision of this MOU is found to be invalid, illegal or unenforceable then, notwithstanding such invalidity, illegality or unenforceability, this MOU shall remain in full force and effect and there shall be substituted for such illegal or unenforceable provision a like but legal and enforceable provision which most nearly implements the intention of the Parties. If a like but legal and enforceable provision cannot be substituted under the laws of a particular jurisdiction, then the illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect.

6. **Counterparts.** This MOU may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

IN WITNESS WHEREOF, this MOU has been executed and delivered by the duly authorized representatives of the Parties as of the Effective Date.

DUKE ENERGY CAROLINAS, LLC and
DUKE ENERGY PROGRESS, INC.

SOUTH CAROLINA DEPARTMENT
OF HEALTH AND ENVIRONMENTAL
CONTROL

By: Benjamin C. Waldrep

Name: Benjamin C. Waldrep,
Title: Vice President Corporate Governance &
Operations Support

By: Elizabeth Dieck

Name: Elizabeth Dieck
Title: Director of Environmental Affairs

SOUTH CAROLINA EMERGENCY
MANAGEMENT DIVISION

By: Ronald W. Brock

Name: Ronald W. Brock
Title: Contracts Manager
6/03/14

By: Kim Stenson

Name: Kim Stenson
Title: Director

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SCEMD, DHEC, and Southern Nuclear

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “**MOU**”) is entered into as of June 15, 2017, (the “**Effective Date**”), by and among Southern Nuclear Company (“**SNC**”), as licensee of the Vogtle Electric Generating Plant (“**VEGP**”), South Carolina Emergency Management Division (“**SCEMD**”); and South Carolina Department of Health and Environmental Control (“**SCDHEC**” and, together with SCEMD, the “**State Organizations**”). SNC and the State Organizations are herein referred to collectively as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, SNC desires to have the State Organizations provide, and the State Organizations desire to provide assistance to support the VEGP Emergency Plans, as more specifically described herein; and

WHEREAS, pursuant to State statutes and regulations, the State Organizations have the authority to enter into and provide the assistance described in this MOU.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge and agree as follows:

1. **Assistance to be Provided.** Pursuant to this MOU, the State Organizations hereby agree to provide assistance to support VEGP Emergency Plans, including the assistance to be provided in the event of an emergency. For purposes of this MOU, an emergency includes, but is not limited to, a radioactive release, hostile action, large scale fire or natural disaster (*e.g.*, hurricane, tornado, earthquake or flooding), as may be more specifically described in the State and local emergency plans.
 - a. SCEMD agrees that non-emergency assistance to be provided includes:
 - i. complying with all applicable laws and regulations (“as required”), including those of the Nuclear Regulatory Commission (NRC) or Federal Emergency Management Agency (FEMA);
 - ii. developing, reviewing and updating the SC Operational Radiological Emergency Response Plan (SCORERP) as required, to include coordinating support to provide sufficient resources (including personnel) and equipment to VEGP in the event of an emergency;
 - iii. providing assistance to all organizations and agencies within the State (*e.g.*, Counties, fire departments, local law enforcement agencies and emergency medical service providers) in the planning, training, development and maintenance of local radiological emergency response plans and procedures for VEGP;
 - iv. participating, as required, in (A) radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities to beyond design basis and hostile action exercises sufficient to

Page 1 of 5

SCEMD, DHEC, and Southern Nuclear (continued)

- maintain Federal Emergency Management Agency (FEMA) approval, and the development thereof, and (B) any training provided by SNC;
- v. maintaining a twenty-four (24) hour alert, notification and response capability;
 - vi. developing, reviewing and updating site specific plans to include any unusual hazards, characteristics, or features of VEGP that are relevant to the assistance the State Organizations are expected to provide pursuant to the MOU and making personnel aware of any such hazards, characteristics, or features;
 - vii. providing radiological emergency response training to State agencies and local governments as required or upon request.
- b. SCDHEC agrees that non-emergency assistance to be provided includes:
- i. developing, reviewing and updating the South Carolina Technical Radiological Emergency Response Plan (SCTRERP) as required;
 - ii. participating in developing, reviewing and updating the State's radiological emergency response plans;
 - iii. maintaining a radiological hazard assessment capability and providing radiological technical support, coordination and guidance for the State and local governments;
 - iv. providing radiological emergency response training to State agencies and local governments; and
 - v. participating, as required, in (A) radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities to beyond design basis and hostile action exercises sufficient to maintain Federal Emergency Management Agency (FEMA) approval, and the development thereof, and (B) any training provided by SNC.
- c. In the event of an emergency, SCEMD agrees that the assistance to be provided includes:
- i. activating and directing the State Emergency Operations Center (SEOC) when directed by the governor;
 - ii. coordinating protective actions ordered by the governor or designee;
 - iii. coordinating support (A) to provide sufficient resources (including personnel) and equipment in the event of an emergency, with any requests for the foregoing to be processed by the SEOC, and (B) for the transfer of staged plant equipment following an emergency, which may include removing large debris and making roadway repairs to ensure that the movement of resources on normal pathways is not restricted; and

SCEMD, DHEC, and Southern Nuclear (continued)

- iv. coordinating the state and federal response in support of local agencies (e.g., Counties, fire departments, local law enforcement agencies and emergency medical service providers) following an emergency declaration to provide offsite assistance that includes:
 - 1. fire suppression and search and rescue and other specialized services;
 - 2. traffic control;
 - 3. evacuation assistance;
 - 4. back up route alerting; and
 - 5. ambulances and quick response vehicles to support emergency lifesaving care and transportation of individuals to designated medical facilities.
- v. filling additional assistance requests by SNC with consideration to resource availability.
- vi. activating a joint information system (JIS) to share information, news releases and messages with SNC and other involved official agencies, including the emergency management agencies of the State and other counties, through various means, including, but not limited to, phone calls, bridge/conference lines, e-mails, video conferencing, shared websites, social media (e.g., Facebook, Twitter, YouTube, UStream, etc.), and the establishment of joint information centers (JICs) and any other methods as agreed upon by SNC, the State and other involved official agencies;
- vii. coordinating the release of public information regarding the emergency response with SNC and other involved official agencies; and
- viii. using approved procedures and facilities as agreed upon by SNC, the State, the County(ies) and other involved official agencies to gather and share information and conduct news conferences and briefings in a coordinated manner.
- d. In the event of an emergency, SCDHEC agrees that the assistance to be provided includes the following:
 - i. obtaining and coordinating radiological assistance from the federal government, other mutual-aid states and the nuclear industry, as required;
 - ii. conducting and/or coordinating off-site radiological surveillance and monitoring with the VEGP off-site monitoring group;

SCEMD, DHEC, and Southern Nuclear (continued)

- iii. making recommendations to the State for protective actions as well as recovery and re-entry guidelines;
- iv. providing 24-hour accident response capability with SNC and State management and ensuring notification is made in accordance with the SCTRERP;
- v. providing representatives to SNC's Emergency Operations Facility in Birmingham, Alabama and the State Emergency Operations Center, if activated; and
- vi. coordinating all information on the status of emergency operations and radiological hazards through the State Joint Information Center, if established, and the Governor's Press Office, for release to the public.
- vii. complying with applicable state and federal confidentiality laws and regulations.

The State Organizations agree that any resources or equipment expected to provide assistance will be maintained in a state of readiness suitable to support an emergency or exercise at VEGP. If any such resources or equipment are damaged or destroyed in the course of the State Organizations providing offsite assistance during an emergency at VEGP, SNC agrees to repair or replace such resources or equipment.

2. **Compensation.** In consideration of the assistance to be provided by the State Organizations pursuant to this MOU, SNC agrees to make an annual payment, payable to SCEMD, each year pursuant to, and in accordance with, the then current Grant Agreement by and among Duke Energy, SCEMD, Southern Nuclear Operating Company and South Carolina Electric & Gas Company (the "**Grant Agreement**"). SCEMD further agrees to compensate DHEC through an annual contract for services.
3. **Term.** This MOU shall be effective as of the Effective Date and shall remain in effect until terminated by any Party upon at least six (6) months written notice to the other Parties. This MOU will automatically renew year-to-year unless a party exercises an option not to renew upon six (6) months written notice. This MOU may be terminated by either party upon at least one (1) month written notice for breach by the other Party. This MOU should be reviewed by the Parties annually to verify that the State Organizations remain capable of providing assistance to support VEGP's Emergency Plan.
4. **Entire MOU; Conflicts.** This MOU constitutes the entire agreement between the Parties and supersedes, terminates and replaces all prior oral or written agreements between the Parties with respect to the subject matter hereof, including the Memorandum of Understanding among SCEMD, SCDHEC and Southern Nuclear Company that was executed in October 2004. Southern Nuclear Company and SCEMD acknowledge and agree that the MOU and the Grant Agreement are intended to be complementary. However, in the event of an irreconcilable conflict between the MOU and the Grant Agreement regarding the assistance to be provided by the State Organizations, the MOU shall govern.

SCEMD, DHEC, and Southern Nuclear (continued)

5. **Severability.** If any provision of this MOU is found to be invalid, illegal or unenforceable then, notwithstanding such invalidity, illegality or unenforceability, this MOU shall remain in full force and effect and there shall be substituted for such illegal or unenforceable provision a like but legal and enforceable provision which most nearly implements the intention of the SCEMD, SCDHEC and SNC. If a like but legal and enforceable provision cannot be

substituted under the laws of a particular jurisdiction, then the illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect.

6. **Counterparts.** This MOU may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the SCEMD, SCDHEC and SNC.

IN WITNESS WHEREOF, this MOU has been executed and delivered by the duly authorized representatives of the SCEMD, SCDHEC and SNC as of the Effective Date.

SOUTHERN NUCLEAR COMPANY

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

By: [Signature]
Name: MICHAEL D. MEIER
Title: Vice President - Nuclear, Vogtle Project
MM 9/12/2017 REGULATORY AFFAIRS

By: [Signature]
Name: Myra C. Reece
Title: Director of Environmental Affairs

By: [Signature]
Name: Francine Miller
Title: Contracts Manager 6-1-17

SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

By: [Signature]
Name: Kim Stenson
Title: Director

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SCEMD, DHEC, and DOE Savannah River Site

DE-MU09-92SR18275

MEMORANDUM OF UNDERSTANDING AMONG THE DEPARTMENT OF ENERGY SAVANNAH RIVER OPERATIONS OFFICE, THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION, AND THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

I. PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement among the Department of Energy Savannah River Operations Office (DOE-SR), South Carolina Emergency Management Division (SCEMD), and the South Carolina Department of Health and Environmental Control (SCDHEC). It establishes emergency management (planning, preparedness and response) responsibilities relating to emergencies and other incidents originating at the Savannah River Site (SRS). These events may result in a potential or actual release of hazardous materials (radioactive and non-radioactive) affecting the health, safety, and property of the citizens of South Carolina and/or give the public concern.

II. AUTHORITIES & REFERENCES

- A. S.C. Code Ann. § 13-7-10 *et seq.* (1976); thereto relating to atomic energy and radiation control.
- B. S.C. Code Ann. § 25-1-420 *et seq.* (1976)
- C. *SRS Emergency Plan, SCD-7*
- D. *DOE Region 3 Radiological Assistance Program (RAP) Response Plan, Q18 Vol. II*
- E. *DOE Region 3 Aerial Measuring System (AMS) Response Plan, Q18 Vol. V*
- F. Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2011-2284
- G. DOE O 151.1C, *Comprehensive Emergency Management System*, November 2, 2005
- H. *National Response Framework*, January 2008

III. AGREEMENT

In accordance with the authorities delineated in Paragraph II above, the parties agree to the following:

- A. DOE-SR will:
 - 1. Exercise overall responsibility, jurisdiction, and authority for conducting incident response operations within the boundaries of SRS.
 - 2. Maintain a point of contact within the DOE-SR Office of Safeguards, Security and Emergency Services and the Management and Operations (M&O) contractor's Emergency Management Department for emergency planning coordination with SCEMD and SCDHEC.

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SCEMD, DHEC, and DOE Savannah River Site (continued)

DE-MU09-92SR18275

3. On a quarterly basis, provide facility-specific Emergency Planning Hazards Assessments (EPHAs) and associated Emergency Action Level (EAL) procedures, to SCEMD. Distribution is made in accordance with current policies on the protection of Sensitive Unclassified Information.
4. In conjunction with the Vogtle Electric Generating Plant, maintain the Emergency Notification Network (ENN) system to provide a twenty-four (24) hour capability for issuing offsite notifications for SRS incidents defined in Exhibit 1. Offsite notifications will be provided to the South Carolina 24-hour Warning Point and to local government 24-hour Warning Points in Aiken, Allendale and Barnwell Counties.
5. Through the ENN, verbally issue offsite notifications within 15 minutes of the classification (or change in classification) of a hazardous material Operational Emergency; within 30 minutes of the categorization of an Operational Emergency that does not require further classification; or within approximately one hour of discovery of an incident triggering a Courtesy Notification.
6. Utilize the SRS Notification Form to record and fax initial and follow-up incident information, including hazardous material release data, meteorological data and any recommended offsite protective actions.
7. Maintain conference bridge capabilities in order to provide direct communication between SRS decision-makers and State of South Carolina officials.
8. Coordinate any changes to incident notification procedures with SCEMD and SCDHEC officials.
9. Provide SCDHEC with more detailed information regarding the incident and technical data for consequence assessment purposes, within national security constraints.
10. Upon request, dispatch technical liaisons to the South Carolina, Aiken, Allendale or Barnwell County Emergency Operation Centers (EOCs).
11. Following an incident triggering a Courtesy Notification, provide access to personnel with additional technical information related to the incident through the SRS Emergency Duty Officer (EDO). Ensure the Offsite Liaison contacts SCEMD, SCDHEC, and Aiken, Allendale and Barnwell County officials, by the next working day, to identify any programmatic issues, suggested improvements, or recommended changes identified during the Courtesy Notification incident.

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SCEMD, DHEC, and DOE Savannah River Site (continued)

DE-MU09-92SR18275

12. Coordinate with the DOE Region 3 Response Coordinator to ensure a DOE Region 3 RAP or AMS response to requests for assistance from the State of South Carolina in the event of an incident involving the actual, potential, or perceived release of radioactive materials.
13. Request the DOE Region 3 Response Coordinator to provide advice to and coordinate support for the State of South Carolina regarding additional radiological emergency response assistance available through the DOE/National Nuclear Security Administration.
14. Coordinate with SCMD, SCDHEC and local governments in the development of SRS exercise scenarios.

B. SCMD will:

1. Prepare and maintain SRS specific radiological emergency response plans.
2. Coordinate with SCDHEC and SRS to assist local governments in the development, preparation and maintenance of radiological emergency response plans.
3. Establish and direct the State Emergency Operations Center.
4. Coordinate off-site support from state, federal, and other support agencies.
5. Notify the SRS EDO in the event of any incident occurring within the state's jurisdiction which may affect the SRS.
6. Direct protective actions, to include evacuation as well as recovery and re-entry operations, in coordination with SCDHEC.
7. Maintain a 24-hour notification capability with SCDHEC, other state emergency response support agencies, affected counties, SRS, and the state of Georgia for incidents relating to SRS.
8. Implement emergency notifications concerning a hazardous materials incident (radiological or non-radiological) at SRS to appropriate state and local officials.
9. Participate with SRS, SCDHEC, and local governments in the development of exercise scenarios, and participate as players in SRS exercises.
10. Provide representatives at the SRS EOC, SRS Joint Information Center (JIC) and the Joint Field Office (JFO), as needed.

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SCEMD, DHEC, and DOE Savannah River Site (continued)

DE-MU09-92SR18275

11. Maintain close liaison with SRS to assure that state and SRS emergency response procedures are compatible.

C. SCDHEC will:

1. Provide for a 24-hour accident response capability with SRS and SCMD and ensure notification is made per the South Carolina Technical Radiological Response Plan (SCTRERP).
2. Prepare and maintain the SCTRERP.
3. Participate with SRS, SCMD, and local governments in the development of radiological emergency response plans.
4. Maintain a radiological hazard assessment capability, and provide technical support, coordination, and guidance for the state and local governments.
5. Make recommendations to state and local officials for protective actions as well as recovery and re-entry guidelines.
6. Provide representatives at the SRS EOC, SRS JIC, and JFO, as needed.
7. Obtain and coordinate assistance and resources from the federal government, other states, and industry as required.
8. Participate with SRS and SCMD in the development of exercise scenarios, and participate as players in SRS exercises.
9. Review new or revised facility-specific EPHAs and associated EAL procedures and document comments to DOE-SR.
10. Assist DOE-SR in communicating unclassified incident information to decision-makers in SCMD and affected counties so appropriate actions may be taken to protect the public health and safety.

D. All parties agree:

1. To maintain effective lines of communication and coordinate in the event of an incident at SRS.
2. Dispatch Public Information Officers to the SRS JIC, once activated, and coordinate, to the extent practical, the dissemination of information to the public regarding the severity and magnitude of an incident at SRS.

4 of 6

SCEMD, DHEC, and DOE Savannah River Site (continued)

DE-MU09-92SR18275

- 3. To furnish staff members from their respective organizations to meet at least once each federal fiscal year to review the status of plans, procedures, agreements, and capabilities that may require revision and/or further development.

IV. IMPLEMENTATION

- A. This MOU shall become effective upon the latter date of signature of the parties.
- B. This MOU supersedes all previous agreements between DOE-SR SCEMD, and SCDHEC.

V. AMMENDMENT / TERMINATION

- A. This MOU may be amended in writing by mutual consent of the parties concerned.
- B. Termination of this MOU requires any of the parties giving thirty (30) days written notice to the other parties. Termination notices will be communicated through contacts established in this MOU.

VI. IMPLEMENTING AUTHORITY SIGNATURE

David C. Moody

Manager
Savannah River Operations Office
United States Department of Energy

6/8/11

Date

George H. Melby, Jr.

Director
South Carolina Emergency
Management Division,
Office of the Adjutant General

18 July 2011

Date

Kevin King

Deputy Commissioner, EQC
South Carolina Department of
Health and Environmental Control

7/1/11

Date

SCEMD, DHEC, and DOE Savannah River Site (Exhibit 1)

DE-MU09-92SR18275

**EXHIBIT 1
OFFSITE NOTIFICATION AND INCIDENT CLASSIFICATION
FOR THE SAVANNAH RIVER SITE**

1. **Operational Emergency:** An event that represents a significant degradation in the level of safety at a site/facility and requires time-urgent response efforts from outside the site/facility. Operational Emergencies are further classified as either an Alert, Site Area Emergency, or General Emergency, in order of increasing severity, when events occur that represent a specific threat to workers and the public due to the release or potential release of significant quantities of radiological and non-radiological hazardous materials.

ALERT: An ALERT is declared when events are predicted, in progress or have occurred that result in one or more of the following:

- An actual or potential substantial degradation in the level of control over hazardous materials where the radiation dose from any release to the environment of radioactive material or a concentration in air of other hazardous material is expected to exceed either a site-specific criterion corresponding to 10% of the applicable Protective Action Criterion (PAC) at or beyond the facility boundary, or the applicable PAC at or beyond 30 meters from the point of release to the environment. The PAC is not expected to be exceeded at or beyond the facility boundary.
- An actual or potential substantial degradation in the level of safety or security of a nuclear weapon, component, or test device that would not pose an immediate threat to workers or the public.
- An actual or potential substantial degradation in the level of safety or security of a facility or process that could, with further degradation, produce a Site Area Emergency or General Emergency.

SITE AREA EMERGENCY (SAE): A SAE is declared when events are predicted, in progress, or have occurred that result in one or more of the following situations:

- An actual or potential major failure of functions necessary for the protection of workers or the public. The radiation dose from any release of radioactive material or concentration in air from any release of other hazardous material is expected to exceed the applicable PAC at or beyond the facility boundary. The PAC is not expected to be exceeded at or beyond the site boundary.
- An actual or potential threat to the integrity of a nuclear weapon, component, or test device that may adversely impact the health and safety of workers in the immediate area, but not the public.
- Actual or potential major degradation in the level of safety or security of a facility or process that could, with further degradation, produce a General Emergency.

GENERAL EMERGENCY (GE): A GE is declared when events are predicted, in progress, or have occurred that result in one or more of the following situations:

- Actual or imminent catastrophic reduction of facility safety or security systems with potential for the release of large quantities of hazardous materials to the environment. The radiation dose from any release of radioactive material or a concentration in air from any release of other hazardous material is expected to exceed the applicable PAC at or beyond the site boundary.
- Actual or likely catastrophic failures in safety or security systems threatening the integrity of a nuclear weapon, component, or test device that may adversely impact the health and safety of workers and the public.

2. **Courtesy Notifications:** An event or condition that does not fall within the Operational Emergency categorization and classification system but has the potential for significant public or media interest.

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SCEMD, DHEC, and DOE at Vogtle

DE-MUO9-85SR15114

MEMORANDUM OF UNDERSTANDING AMONG THE DEPARTMENT OF ENERGY SAVANNAH RIVER OPERATIONS OFFICE, THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION, AND THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL CONCERNING EMERGENCY PLANNING, PREPAREDNESS AND RESPONSE IN SOUTH CAROLINA FOR INCIDENTS AT THE SOUTHERN NUCLEAR OPERATING COMPANY VOGTLE ELECTRIC GENERATING PLANT

I. PURPOSE:

This Memorandum of Understanding (MOU) establishes an agreement among the Department of Energy Savannah River Operations Office (DOE-SR), South Carolina Emergency Management Division (SCEMD), and the South Carolina Department of Health and Environmental Control (SCDHEC). It establishes emergency management (planning, preparedness and response) responsibilities relating to that portion of the Southern Nuclear Operating Company, Vogtle Electric Generating Plant (SNC-VEGP) Plume Exposure Emergency Planning Zone (EPZ) located within the Savannah River Site (SRS).

II. AUTHORITIES & REFERENCES

- A. S.C. Code Ann. § 13-7-10 *et seq.* (1976); thereto relating to atomic energy and radiation control
- B. S.C. Code Ann. § 25-1-420 *et seq.* (1976)
- C. *SRS Emergency Plan*, SCD-7
- D. *DOE Region 3 Radiological Assistance Program (RAP) Response Plan*, Q18 Vol. II
- E. *DOE Region 3 Aerial Measuring System (AMS) Response Plan*, Q18 Vol. V
- F. Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2011-2284
- G. DOE O 151.1C, *Comprehensive Emergency Management System*, November 2, 2005
- H. *National Response Framework*, January 2008

III. AGREEMENT:

In accordance with the authorities delineated in Paragraph II above, the parties agree to the following:

- A. DOE-SR will:
 - 1. Exercise overall responsibility, jurisdiction, and authority for conducting onsite response operations to protect the health and safety of SRS personnel (e.g., DOE and DOE contractor/subcontractor employees and official visitors) and property in the event of a VEGP incident to include the following:
 - a. Receiving incident notifications from SNC-VEGP;

SCEMD, DHEC, and DOE at Vogtle (continued)

- b. Emergency notification of SRS personnel;
 - c. Coordination with SNC-VEGP concerning incident impact on SRS personnel or property;
 - d. Onsite radiological hazard assessment and implementation of appropriate protective actions to include shelter or evacuation of affected SRS Areas;
 - e. Monitoring and decontamination of SRS personnel when necessary;
 - f. Onsite radiological monitoring and assessment activities;
 - g. Onsite medical support except as indicated in Items III.A.2. and III.B.2. below;
 - h. Public information activities associated with VEGP incident impact on SRS personnel or property; and,
 - i. Implementation of recovery and reentry operations.
2. Provide for emergency notification and as necessary, evacuation, monitoring, decontamination, and immediate life saving medical treatment of non-SRS personnel on site, to include the following:
 - a. The general public transiting SRS on SC Highway 125;
 - b. CSX Railroad employees on the SRS railroad right-of-way; and,
 - c. Authorized hunters on SRS to include the Crackerneck area.
 3. Provide for access control for SRS areas affected by a VEGP incident, to include closure of SC Highway 125 and CSX Railroad right-of-way through SRS, when necessary to protect SRS personnel and public health and safety.
 4. Provide projected release dispersion information from SRS Weather Information and Display System (WINDS) calculations based on SNC-VEGP supplied source term data.
 5. Coordinate with the DOE Region 3 Response Coordinator, as necessary, to ensure the DOE Region 3 RAP or AMS provides offsite radiological monitoring and assessment support upon request of the State of South Carolina following declaration of an "Alert" or higher emergency classification at VEGP.

SCEMD, DHEC, and DOE at Vogtle (continued)

6. Request the DOE Region 3 Response Coordinator to provide advice to and coordinate support for the State of South Carolina regarding additional radiological emergency response assistance available through the DOE/NNSA.
7. Coordinate SRS radiological monitoring and assessment activities conducted within South Carolina, to include SRS, with the State of South Carolina and SNC-VEGP.
8. Coordinate, to the extent practical, SRS public information activities relating to a VEGP incident with the State of South Carolina and SNC-VEGP.
9. Deploy appropriate DOE and DOE contractor personnel (SRS Liaison) to the State Emergency Operations Center, when activated, to facilitate communications and coordination in the event of a VEGP incident.
10. Maintain a twenty-four (24) hour capability for communications and coordination relating to a VEGP incident through the SRS Operations Center (SRSOC).
11. Ensure that appropriate emergency plans and procedures are in place to implement DOE responsibilities under this agreement.
12. Maintain a point of contact within the Savannah River Operations Office for VEGP-emergency planning coordination with SCDHEC and SCEDM.

B. SCEDM and SCDHEC will:

1. Maintain a twenty-four (24) hour capability for communications and coordination relating to a VEGP incident.
2. Coordinate the provision of necessary medical and other follow-up treatment for non-SRS personnel identified in Item III.A.2.
3. Maintain a point of contact within their respective organizations for VEGP emergency planning and coordination with DOE.

C. All parties agree:

1. To maintain effective lines of communications and coordination in the event of a VEGP incident; and,
2. To review this agreement on an annual basis.

SCEMD, DHEC, and DOE at Vogtle (continued)

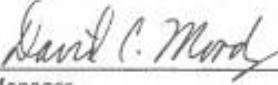
IV. IMPLEMENTATION:

- A. This MOU shall become effective upon the latter date of signature of the parties.
- B. The provisions of this Agreement are applicable only to DOE/State of South Carolina emergency planning and response coordination concerning a VEGP incident.
- C. This MOU supersedes all previous agreements among DOE-SR, SCEMD, and SCDHEC concerning emergency planning, preparedness, and response in South Carolina for incidents at the SNC-VEGP.

V. AMMENDMENT / TERMINATION

- A. This MOU may be amended in writing by mutual consent of the parties concerned.
- B. Termination of this MOU requires any of the parties giving thirty (30) days written notice to the other parties. Termination notices will be communicated through contacts established in this MOU.

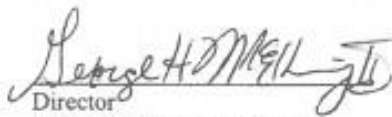
VI. IMPLEMENTING AUTHORITY SIGNATURES



 Manager
 Savannah River Operations Office
 United States Department of Energy



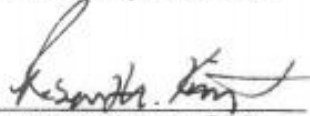
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
 Director
 South Carolina Emergency
 Management Division
 Office of the Adjutant General



 Date



 Deputy Commissioner, EQC
 South Carolina Department of
 Health and Environmental Control



 Date

III. HOSPITAL LOA/MOUS

Catawba- Piedmont Medical Center

MOA # 2017-203

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

AMISUB OF SOUTH CAROLINA, INC., DBA PIEDMONT MEDICAL CENTER

I. PURPOSE: MEDICAL CARE FOR PATIENTS DURING A RADIOLOGICAL EVENT

The South Carolina Department of Health and Environmental Control (hereafter referred to as DHEC) and Amisub of South Carolina, Inc., dba Piedmont Medical Center (hereafter referred to as Hospital) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of treating a surge of patients requiring care in the event of a release of radioactive substances. Radioactive releases covered under this Agreement could result from a variety of sources, including but not limited to, a fixed nuclear facility, an accident involving the transport of radioactive substances, a radiological dispersion device ("dirty bomb"), or a nuclear bomb.

This agreement is intended to cover any event in which radioactive substances are released. The Agreement will be activated when DHEC (state and/or local) and the emergency management authority for York County determine that a radiological incident has occurred or is likely to occur.

II. SCOPE OF SERVICES:

A. Responsibilities of DHEC. Under the terms of this MOA, DHEC shall be responsible for:

1. Activation.

The Agreement will be activated when DHEC and the emergency management authority for York County or the State Emergency Management Division determine that a radiological incident has occurred or is likely to occur.

2. Inclusion in emergency planning.

DHEC will include the hospital in Emergency Operations Plans for response to a radiological event.

3. Provision of training and exercises.

DHEC will provide opportunities for participation in training and exercises for response to a radiological event.

4. Coordination of emergency support.

During an emergency, DHEC will coordinate access to state and federal resources through Emergency Support Function-8 (Health and Medical Services) and Emergency Support Function-10 (Hazardous Materials).

5. Assessing and characterizing radiation.

DHEC will assess and characterize radiation sources of patient exposure and the potential for facility contamination.

6. Coordination of transfers and transportation.

DHEC will assist the Hospital in coordinating the transfer and forward transport of patients following a radiological event.

B. Responsibilities of Hospital. Under the terms of this MOA, Hospital shall be responsible for:

1. Patient care.

The Hospital agrees to accept, decontaminate and treat individuals who may have been exposed to or contaminated by radioactive substances.

2. Planning.

The Hospital will develop a plan to effectively use state, local, and hospital resources to respond to a radiological event. The Hospital will consult with DHEC and emergency management agencies in the development of this plan.

3. Preparedness.

The Hospital will obtain and utilize training resources and material available from FEMA and other agencies in preparation for patient care in a radiological event.

4. Radiological Medicine.

Catawba- Piedmont Medical Center (continued)

The Hospital will include the hospital medical physicist or health physicist in planning and activating the hospital's emergency response plan.

5. **Emergency activation.**
The Hospital will designate a staff person available at all hours who will be responsible for making the proper notifications regarding the hospital's plan activation and response. The Hospital will ensure DHEC has up-to-date contact information for this person.
6. **Chain of Command.**
The Hospital will designate backup individuals for key hospital officers.
7. **Staffing.**
The Hospital will maintain a staff of qualified medical professionals who have been trained in the proper response to a radiological event. Staff training will include, but not be limited to, training in the use of survey instrumentation, radiation containment, and decontamination procedures.
8. **Patient receiving and decontamination.**
The Hospital will designate a separate area apart from the hospital for triage and decontamination. The Hospital will ensure that the triage system has an efficient record-keeping process.
9. **Personal protective equipment.**
The Hospital will provide hospital personnel with protective equipment, personal dosimeters, and radiation survey meters. The Hospital should have a minimum of three radiation survey meters. At least two of these meters must be mobile or portable.
10. **Communication.**
The Hospital will ensure that backup communication methods are available for key hospital personnel for use during an emergency. The Hospital will be linked to the community's emergency alert system.
11. **Temporary morgue.**
The Hospital will provide a suitable area for the temporary storage of contaminated corpses.
12. **Behavioral health services.**
The Hospital will have a plan for notifying crisis counseling personnel to provide psychosocial support during a radiological event.
13. **Bed capacity.**
The Hospital agrees to follow the procedure set forth in the Department's most current Memorandum regarding Licensed Bed Capacity During an Emergency, in the event the number of individuals presenting for treatment during a radiological event exceeds the hospital's licensed bed capacity.
14. **Mutual aid.**
The Hospital agrees to maintain mutual aid agreements with nearby hospitals to transfer patients in the event the number of people presenting for treatment or admission exceeds the hospital's capabilities and/or bed capacity.

III. **TERMS AND CONDITIONS:**

- A. **Effective Dates.**
This MOA shall be effective on September 15, 2016 or when all parties have signed, whichever is later, and will terminate on September 14, 2017. This MOA is renewable for three additional one year periods based on an annual review of criteria listed under Evaluation of MOA and agreement by both parties.
- B. **Termination.**
Subject to the provisions contained below, this MOA may be terminated by either party providing thirty (30) days advance written notice of termination to the other party. DHEC may terminate this MOA for cause, default or negligence on the part of the Hospital at any time without thirty days advance written notice.
- C. **Amendment.**
Any changes to this MOA, which are mutually agreed upon between DHEC and the Hospital, shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by each party.
- D. **Other obligations.**

Catawba- Piedmont Medical Center (continued)

Check one: Yes No This hospital is a primary or secondary medical facility providing hospital and medical services to a Fixed Nuclear Facility.

If Yes: This Hospital is willing to provide medical care within its capabilities to individuals who may be contaminated, injured or exposed to dangerous levels of radiation following an accident at the Catawba Nuclear Station. "Contaminated injured or exposed Individuals" refers to individuals who are 1) contaminated and otherwise physically injured; 2) contaminated and exposed to high levels of radiation; or 3) exposed to dangerous levels of radiation. (The term "high" refers to exposure rates greater than 100 milliroentgens per hour.)

This Hospital will have at least one physician and one nurse or health physicist on duty or on call at all times to supervise the evaluation and treatment of contaminated, injured or exposed individuals. If on call, personnel will be on station in the hospital within two hours after notification. The doctor, nurse or health physicist may be secured by contracts or agreements. This Hospital is capable of evaluating radiation exposure and uptake. Any additional and relevant specialized capabilities are listed in an attachment to this document. This hospital is adequately prepared to treat 50 ambulatory patients and 10 non-ambulatory patients described above.

- E. Records.
As part of its health oversight function and authority, DHEC shall have access to any records generated in response to a radiological event.
- E. Liability.
Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOA.
- F. Non-Discrimination.
No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, disability, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
- G. Controlled Substance Statement.
By signing this contract, Contractor certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- H. Evaluation of MOA.
Appropriate staff of the Hospital and DHEC will meet annually to evaluate this MOA based on the responsibilities for each party listed under section II, Scope of Services, of this agreement.
- I. Governing Law.
The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10 et seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina.
- J. Insurance.
Each of the parties agree to maintain professional, malpractice and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, and each party shall be responsible for coverage of its respective employees.
- K. Licenses.
The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Hospital will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Hospital.
- L. Expenses.
Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

Catawba- Piedmont Medical Center (continued)

M. Severability. Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement shall remain in full force and effect.

N. Preventing and Reporting Fraud, Waste and Abuse. SCDHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Hospital shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract's Manager or Bureau of Business Management.

Any employee, agent, or Hospital of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Hospital, Hospital's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Hospital is required to inform Hospital's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

AS TO DHEC

BY: [Signature]
Director of Public Health

DATE: 9/20/16

AS TO THE CONTRACTING PARTY

BY: [Signature]
Bradley S. Talbert

ITS: Chief Executive Officer
(TITLE)

DATE: 9/7/16

MAILING ADDRESS:

222 South Herlong Avenue
Rock Hill, SC 29732

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.

[Signature]
Francine Miller
Contracts Manager

DATE: 10-18-16

Oconee- Cannon Memorial Hospital

MOA # 2017-068

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

CANNON MEMORIAL HOSPITAL

I. PURPOSE: MEDICAL CARE FOR PATIENTS DURING A RADIOLOGICAL EVENT

The South Carolina Department of Health and Environmental Control (hereafter referred to as DHEC) and Cannon Memorial Hospital (hereafter referred to as Hospital) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of treating a surge of patients requiring care in the event of a release of radioactive substances. Radioactive releases covered under this MOA could result from a variety of sources, including but not limited to, a fixed nuclear facility, an accident involving the transport of radioactive substances, a radiological dispersion device ("dirty bomb"), or a nuclear bomb.

This MOA is intended to cover any event in which radioactive substances are released. The MOA will be activated when DHEC (state and/or local) and the emergency management authority for Pickens County determine that a radiological incident has occurred or is likely to occur.

II. SCOPE OF SERVICES:

A. Responsibilities of DHEC. Under the terms of this MOA, DHEC shall be responsible for:

1. Activation.

The MOA will be activated when DHEC and the emergency management authority for Pickens County or the State Emergency Management Division determine that a radiological incident has occurred or is likely to occur.

2. Inclusion in emergency planning.

DHEC will include the hospital in Emergency Operations Plans for response to a radiological event.

3. Provision of training and exercises.

DHEC will provide opportunities for participation in training and exercises for response to a radiological event.

4. Coordination of emergency support.

During an emergency, DHEC will coordinate access to State and federal resources through Emergency Support Function-8 (Health and Medical Services) and Emergency Support Function-10 (Hazardous Materials).

5. Assessing and characterizing radiation.

DHEC will assess and characterize radiation sources of client exposure and the potential for facility contamination.

6. Coordination of transfers and transportation.

DHEC will assist the Hospital in coordinating the transfer and forward transport of clients following a radiological event.

B. Responsibilities of Hospital. Under the terms of this MOA, Hospital shall be responsible for:

1. Client care.

The Hospital agrees to accept, decontaminate and treat individuals who may have been exposed to or contaminated by radioactive substances.

2. Planning.

The Hospital will develop a plan to effectively use state, local, and hospital resources to respond to a radiological event. The Hospital will consult with DHEC and emergency management agencies in the development of this plan.

3. Preparedness.

The Hospital will obtain and utilize training resources and material available from FEMA and other agencies in preparation for patient care in a radiological event.

Oconee- Cannon Memorial Hospital (continued)

4. Radiological Medicine.
The Hospital will include the Hospital Medical Physicist or Health Physicist in planning and activating the Hospital's emergency response plan.
5. Emergency activation.
The Hospital will designate a staff person available at all hours who will be responsible for making the proper notifications regarding the Hospital's plan activation and response. The Hospital will ensure DHEC has up-to-date contact information for this person.
6. Chain of Command.
The Hospital will designate backup individuals for key Hospital Officers.
7. Staffing.
The Hospital will maintain a staff of qualified medical professionals who have been trained in the proper response to a radiological event. Staff training will include, but not be limited to, training in the use of survey instrumentation, radiation containment, and decontamination procedures.
8. Patient receiving and decontamination.
The Hospital will designate a separate area apart from the Hospital for triage and decontamination. The Hospital will ensure that the triage system has an efficient record-keeping process.
9. Personal protective equipment.
The Hospital will provide Hospital personnel with protective equipment, personal dosimeters, and radiation survey meters. The Hospital should have a minimum of three radiation survey meters. At least two of these meters must be mobile or portable.
10. Communication.
The Hospital will ensure that backup communication methods are available for key Hospital personnel for use during an emergency. The Hospital will be linked to the community's emergency alert system.
11. Temporary morgue.
The Hospital will provide a suitable area for the temporary storage of contaminated corpses.
12. Behavioral health services.
The Hospital will have a plan for notifying crisis counseling personnel to provide psychosocial support during a radiological event.
13. Bed capacity.
The Hospital agrees to follow the procedure set forth in the Department's most current Memorandum regarding Licensed Bed Capacity during an Emergency, in the event the number of individuals presenting for treatment during a radiological event exceeds the Hospital's licensed bed capacity.
14. Mutual aid.
The Hospital agrees to maintain mutual aid agreements with nearby Hospitals to transfer patients in the event the number of people presenting for treatment or admission exceeds the Hospital's capabilities and/or bed capacity.

III. TERMS AND CONDITIONS:

- A. Effective Dates.
This MOA shall be effective on September 1, 2016 or when all parties have signed, whichever is later, and will terminate on August 31, 2017. This MOA is renewable for three additional one year periods based on an annual review of criteria listed under Evaluation of MOA and agreement by both parties.
- B. Termination.
Subject to the provisions contained below, this MOA may be terminated by either party providing thirty (30) days advance written notice of termination to the other party. DHEC may terminate this MOA for cause, default or negligence on the part of the Hospital at any time without thirty days advance written notice.
- C. Amendment.
The MOA may only be amended by written agreement of all parties, which must be executed in the same manner as the MOA.

Oconee- Cannon Memorial Hospital (continued)

D. Other obligations.

Check one: Yes No This Hospital is a primary or secondary medical facility providing hospital and medical services to a Fixed Nuclear Facility.

If Yes: This Hospital is willing to provide medical care within its capabilities to individuals who may be contaminated, injured or exposed to dangerous levels of radiation following an accident at the Oconee Nuclear Station. "Contaminated injured or exposed Individuals" refers to individuals who are 1) contaminated and otherwise physically injured; 2) contaminated and exposed to high levels of radiation; or 3) exposed to dangerous levels of radiation. (The term "high" refers to exposure rates greater than 100 milliroentgens per hour.)

This Hospital will have at least one physician and one nurse or health physicist on duty or on call at all times to supervise the evaluation and treatment of contaminated, injured or exposed individuals. If on call, personnel will be on station in the Hospital within two hours after notification. The doctor, nurse or health physicist is not required to be on the Hospital's staff, but may be secured by contracts or agreements. This Hospital is capable of evaluating radiation exposure and uptake. Any additional and relevant specialized capabilities are listed in an attachment to this document. This Hospital is adequately prepared to treat 2 (seven) ambulatory patients and 3 (three) non-ambulatory patients described above.

E. Records.

As part of its health oversight function and authority, DHEC shall have access to any records generated in response to a radiological event.

F. Liability.

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOA.

G. Non-Discrimination.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this MOA on the grounds of race, age, health status, disability, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

H. Drug Free Workplace.

By signing this MOA, Hospital certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, Section 44-107-10 *et seq.*, as amended.

I. Evaluation of MOA.

Appropriate staff of the Hospital and DHEC will meet annually to evaluate this MOA based on the responsibilities for each party listed under section II, Scope of Services, of this MOA.

J.

Disputes: All disputes, claims, or controversies relating to the MOA shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this MOA, Hospital consents to jurisdiction in South Carolina and to venue pursuant to this MOA. Hospital agrees that any act by DHEC regarding the MOA is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court of agency of any other state.

K.

Insurance.

Each party will maintain professional, malpractice, and general liability insurance, and may be required to provide the other with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its employees.

L.

Licenses.

During the term of this MOA, each party shall maintain its respective federal and State licenses, certifications, and accreditations required for the provision of services herein. Hospital will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Hospital or Hospital's employees or agents providing or performing services under this MOA.

Oconee- Cannon Memorial Hospital (continued)

- M. Financial Responsibility: Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.
- N. Severability. The invalidity or unenforceability of any provision of this MOA shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- O. Preventing and Reporting Fraud, Waste and Abuse. DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from DHEC's Contracts Manager or Bureau of Business Management.

Any employee, agent, or contractor of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Hospital or Hospital's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Hospital is required to inform Hospital's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Hospital must also inform Hospital's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

AS TO DHEC

AS TO CANNON MEMORIAL HOSPITAL

BY: James Warren Edwards
 James Warren Edwards
 Public Health Preparedness Director
 Upstate Region

BY: [Signature]
 (NAME)
 ITS: Pres / CEO
 (TITLE)

DATE: 08-08-16

DATE: 8-3-2016

MAILING ADDRESS:

123 WG Acker Drive
Pickens, SC 29671

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.

[Signature]
 Francine Miller
 Contracts Manager

DATE: 8-10-16

Oconee- Greenville Health System

MOA # 2017-204

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

Greenville Health System

I. PURPOSE: MEDICAL CARE FOR PATIENTS DURING A RADIOLOGICAL EVENT

The South Carolina Department of Health and Environmental Control (hereafter referred to as DHEC) and Greenville Health System (hereafter referred to as GHS) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of treating a surge of patients requiring care in the event of a release of radioactive substances. Radioactive releases covered under this Agreement could result from a variety of sources, including but not limited to, a fixed nuclear facility, an accident involving the transport of radioactive substances, a radiological dispersion device ("dirty bomb"), or a nuclear bomb.

This agreement is intended to cover any event in which radioactive substances are released. The Agreement will be activated when DHEC (state and/or local) and the emergency management authority for Greenville, Laurens or Oconee Counties determine that a radiological incident has occurred or is likely to occur.

II. SCOPE OF SERVICES:

A. Responsibilities of DHEC. Under the terms of this MOA, DHEC shall be responsible for:

1. Activation.

The Agreement will be activated when DHEC and the emergency management authority for Greenville, Laurens, or Oconee Counties or the State Emergency Management Division determine that a radiological incident has occurred or is likely to occur.

2. Inclusion in emergency planning.

DHEC will include the GHS in Emergency Operations Plans for response to a radiological event.

3. Provision of training and exercises.

DHEC will provide opportunities for participation in training and exercises for response to a radiological event.

4. Coordination of emergency support.

During an emergency, DHEC will coordinate access to state and federal resources through Emergency Support Function-8 (Health and Medical Services) and Emergency Support Function-10 (Hazardous Materials).

5. Assessing and characterizing radiation.

DHEC will assess and characterize radiation sources of patient exposure and the potential for facility contamination.

6. Coordination of transfers and transportation.

DHEC will assist the Hospital in coordinating the transfer and forward transport of patients following a radiological event.

B. Responsibilities GHS. Under the terms of this MOA, GHS shall be responsible for:

1. Patient care.

GHS agrees to accept, decontaminate and treat individuals who may have been exposed to or contaminated by radioactive substances.

2. Planning.

GHS will develop a plan to effectively use state, local, and GHS resources to respond to a radiological event. GHS will consult with DHEC and emergency management agencies in the development of this plan.

3. Preparedness.

GHS will obtain and utilize training resources and material available from FEMA and other agencies in preparation for patient care in a radiological event.

4. Radiological Medicine.

Oconee- Greenville Health System (continued)

GHS will include the Hospital medical physicist or health physicist in planning and activating the GHS's emergency response plan.

5. Emergency activation.
GHS will designate a staff person available at all hours who will be responsible for making the proper notifications regarding GHS's plan activation and response. The Hospital will ensure DHEC has up-to-date contact information for this person.
6. Chain of Command.
The Hospital will designate backup individuals for key Hospital officers.
7. Staffing.
GHS will maintain a staff of qualified medical professionals who have been trained in the proper response to a radiological event. Staff training will include, but not be limited to, training in the use of survey instrumentation, radiation containment, and decontamination procedures.
8. Patient receiving and decontamination.
GHS will designate a separate area apart from the Hospital for triage and decontamination. The Hospital will ensure that the triage system has an efficient record-keeping process.
9. Personal protective equipment.
GHS will provide Hospital personnel with protective equipment, personal dosimeters, and radiation survey meters. The Hospital should have a minimum of three radiation survey meters. At least two of these meters must be mobile or portable.
10. Communication.
GHS will ensure that backup communication methods are available for key Hospital personnel for use during an emergency. The Hospital will be linked to the community's emergency alert system.
11. Temporary morgue.
GHS will provide a suitable area for the temporary storage of contaminated corpses.
12. Behavioral health services.
GHS will have a plan for notifying crisis counseling personnel to provide psychosocial support during a radiological event.
13. Bed capacity.
GHS agrees to follow the procedure set forth in the Department's most current Memorandum regarding Licensed Bed Capacity During an Emergency, in the event the number of individuals presenting for treatment during a radiological event exceeds the Hospital's licensed bed capacity.
14. Mutual aid.
GHS agrees to maintain mutual aid agreements with nearby hospitals to transfer patients in the event the number of people presenting for treatment or admission exceeds the Hospital's capabilities and/or bed capacity.

III. TERMS AND CONDITIONS:

- A. Effective Dates.
This MOA shall be effective on or when all parties have signed, whichever is later, and will terminate on . This MOA is renewable for three additional one year periods based on an annual review of criteria listed under Evaluation of MOA and agreement by both parties.
- B. Termination.
Subject to the provisions contained below, this MOA may be terminated by either party providing thirty (30) days advance written notice of termination to the other party. DHEC may terminate this MOA for cause, default or negligence on the part of GHS at any time without thirty days advance written notice.
- C. Amendment.
Any changes to this MOA, which are mutually agreed upon between DHEC and the Hospital, shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by each party.
- D. Other obligations.

Oconee- Greenville Health System (continued)

Check one: Yes No GHS has primary or secondary medical facilities (Oconee Memorial Hospital) providing hospital and medical services to a Fixed Nuclear Facility.

If Yes: GHS is willing to provide medical care within its capabilities to individuals who may be contaminated, injured or exposed to dangerous levels of radiation following an accident at the Oconee Nuclear Station. "Contaminated injured or exposed Individuals" refers to individuals who are 1) contaminated and otherwise physically injured; 2) contaminated and exposed to high levels of radiation; or 3) exposed to dangerous levels of radiation. (The term "high" refers to exposure rates greater than 100 milliroentgens per hour.)

GHS will have at least one physician and one nurse or health physicist on duty or on call at all times to supervise the evaluation and treatment of contaminated, injured or exposed individuals. If on call, personnel will be on station in the facility within two hours after notification. The doctor, nurse or health physicist is not required to be on GHS's staff, but may be secured by contracts or agreements. GHS is capable of evaluating radiation exposure and uptake. Any additional and relevant specialized capabilities are listed in an attachment to this document. GHS is adequately prepared to treat 6 ambulatory patients and 3 non-ambulatory patients described above.

- E. **Records.**
As part of its health oversight function and authority, DHEC shall have access to any records generated in response to a radiological event.
- E. **Liability.**
Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOA.
- F. **Non-Discrimination.**
No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, disability, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
- G. **Controlled Substance Statement.**
By signing this contract, Contractor certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- H. **Evaluation of MOA.**
Appropriate staff of GHS and DHEC will meet annually to evaluate this MOA based on the responsibilities for each party listed under section II, Scope of Services, of this agreement.
- I. **Governing Law.**
The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10 et seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina.
- J. **Insurance.**
Each of the parties agree to maintain professional, malpractice and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, and each party shall be responsible for coverage of its respective employees.
- K. **Licenses.**
The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. GHS will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Hospital.
- L. **Expenses.**

Oconee- Greenville Health System (continued)

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

M. Severability. Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement shall remain in full force and effect.

N. Preventing and Reporting Fraud, Waste and Abuse. SCDHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or GHS shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract's Manager or Bureau of Business Management.

Any employee, agent, or Hospital of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the GHS, GHS's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. GHS is required to inform Hospital's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

AS TO DHEC

BY: [Signature]
Director of Public Health

DATE: 7/13/16

AS TO THE CONTRACTING PARTY

BY: [Signature]
Gregory J. Rusnak

TITLE: EVP and COO
DATE: 7/11/16

MAILING ADDRESS:

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.

[Signature]
Francine Miller
Contracts Manager

DATE: 10-18-16

Robinson- Carolina Pines Regional Medical Center

MOA # 2017-206

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

CAROLINA PINES REGIONAL MEDICAL CENTER

I. PURPOSE: MEDICAL CARE FOR PATIENTS DURING A RADIOLOGICAL EVENT

The South Carolina Department of Health and Environmental Control (hereafter referred to as DHEC) and Carolina Pines Regional Medical Center (hereafter referred to as Hospital) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of treating a surge of patients requiring care in the event of a release of radioactive substances. Radioactive releases covered under this Agreement could result from a variety of sources, including but not limited to, a fixed nuclear facility, an accident involving the transport of radioactive substances, a radiological dispersion device ("dirty bomb"), or a nuclear bomb.

This agreement is intended to cover any event in which radioactive substances are released. The Agreement will be activated when DHEC (state and/or local) and the emergency management authority for Darlington County determine that a radiological incident has occurred or is likely to occur.

II. SCOPE OF SERVICES:

A. Responsibilities of DHEC. Under the terms of this MOA, DHEC shall be responsible for:

1. Activation.
The Agreement will be activated when DHEC and the emergency management authority for Darlington County or the State Emergency Management Division determine that a radiological incident has occurred or is likely to occur.
2. Inclusion in emergency planning.
DHEC will include the hospital in Emergency Operations Plans for response to a radiological event.
3. Provision of training and exercises.
DHEC will provide opportunities for participation in training and exercises for response to a radiological event.
4. Coordination of emergency support.
During an emergency, DHEC will coordinate access to state and federal resources through Emergency Support Function-8 (Health and Medical Services) and Emergency Support Function-10 (Hazardous Materials).
5. Assessing and characterizing radiation.
DHEC will assess and characterize radiation sources of patient exposure and the potential for facility contamination.
6. Coordination of transfers and transportation.
DHEC will assist the Hospital in coordinating the transfer and forward transport of patients following a radiological event.

B. Responsibilities of Hospital. Under the terms of this MOA, Hospital shall be responsible for:

1. Patient care.
The Hospital agrees to accept, decontaminate and treat individuals who may have been exposed to or contaminated by radioactive substances.
2. Planning.
The Hospital will develop a plan to effectively use state, local, and hospital resources to respond to a radiological event. The Hospital will consult with DHEC and emergency management agencies in the development of this plan.
3. Preparedness.
The Hospital will obtain and utilize training resources and material available from FEMA and other agencies in preparation for patient care in a radiological event.

Robinson- Carolina Pines Regional Medical Center (continued)

4. Radiological Medicine.
The Hospital will include the hospital medical physicist or health physicist in planning and activating the hospital's emergency response plan.
5. Emergency activation.
The Hospital will designate a staff person available at all hours who will be responsible for making the proper notifications regarding the hospital's plan activation and response. The Hospital will ensure DHEC has up-to-date contact information for this person.
6. Chain of Command.
The Hospital will designate backup individuals for key hospital officers.
7. Staffing.
The Hospital will maintain a staff of qualified medical professionals who have been trained in the proper response to a radiological event. Staff training will include, but not be limited to, training in the use of survey instrumentation, radiation containment, and decontamination procedures.
8. Patient receiving and decontamination.
The Hospital will designate a separate area apart from the hospital for triage and decontamination. The Hospital will ensure that the triage system has an efficient record-keeping process.
9. Personal protective equipment.
The Hospital will provide hospital personnel with protective equipment, personal dosimeters, and radiation survey meters. The Hospital should have a minimum of three radiation survey meters. At least two of these meters must be mobile or portable.
10. Communication.
The Hospital will ensure that backup communication methods are available for key hospital personnel for use during an emergency. The Hospital will be linked to the community's emergency alert system.
11. Temporary morgue.
The Hospital will provide a suitable area for the temporary storage of contaminated corpses.
12. Behavioral health services.
The Hospital will have a plan for notifying crisis counseling personnel to provide psychosocial support during a radiological event.
13. Bed capacity.
The Hospital agrees to follow the procedure set forth in the Department's most current Memorandum regarding Licensed Bed Capacity During an Emergency, in the event the number of individuals presenting for treatment during a radiological event exceeds the hospital's licensed bed capacity.
14. Mutual aid.
The Hospital agrees to maintain mutual aid agreements with nearby hospitals to transfer patients in the event the number of people presenting for treatment or admission exceeds the hospital's capabilities and/or bed capacity.

III. TERMS AND CONDITIONS:

- A. Effective Dates.
This MOA shall be effective on 4/1/15 or when all parties have signed, whichever is later, and will terminate on 3/31/18. This MOA is renewable for three additional one year periods based on an annual review of criteria listed under Evaluation of MOA and agreement by both parties.
- B. Termination.
Subject to the provisions contained below, this MOA may be terminated by either party providing thirty (30) days advance written notice of termination to the other party. DHEC may terminate this MOA for cause, default or negligence on the part of the Hospital at any time without thirty days advance written notice.
- C. Amendment.
Any changes to this MOA, which are mutually agreed upon between DHEC and the Hospital, shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by each party.

Robinson- Carolina Pines Regional Medical Center (continued)

- D. Other obligations.
Check one: Yes No This hospital is a primary or secondary medical facility providing hospital and medical services to a Fixed Nuclear Facility.

If Yes: This Hospital is willing to provide medical care within its capabilities to individuals who may be contaminated, injured or exposed to dangerous levels of radiation following an accident at the **H.B. Robinson Nuclear Plant – Duke Energy**. "Contaminated injured or exposed Individuals" refers to individuals who are 1) contaminated and otherwise physically injured; 2) contaminated and exposed to high levels of radiation; or 3) exposed to dangerous levels of radiation. (The term "high" refers to exposure rates greater than 100 milliroentgens per hour.)

This Hospital will have at least one physician and one nurse or health physicist on duty or on call at all times to supervise the evaluation and treatment of contaminated, injured or exposed individuals. If on call, personnel will be on station in the hospital within two hours after notification. The doctor, nurse or health physicist is not required to be on the hospital's staff, but may be secured by contracts or agreements. This Hospital is capable of evaluating radiation exposure and uptake. Any additional and relevant specialized capabilities are listed in an attachment to this document. This hospital is adequately prepared to treat 3 ambulatory patients and 2 non-ambulatory patients described above.

- E. Records.
As part of its health oversight function and authority, DHEC shall have access to any records generated in response to a radiological event.
- E. Liability.
Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOA.
- F. Non-Discrimination.
No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, disability, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
- G. Controlled Substance Statement.
By signing this contract, Contractor certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- H. Evaluation of MOA.
Appropriate staff of the Hospital and DHEC will meet annually to evaluate this MOA based on the responsibilities for each party listed under section II, Scope of Services, of this agreement.
- I. Governing Law.
The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10 et seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina.
- J. Insurance.
Each of the parties agree to maintain professional, malpractice and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, and each party shall be responsible for coverage of its respective employees.
- K. Licenses.
The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Hospital will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Hospital.

Robinson- Carolina Pines Regional Medical Center (continued)

- L. Expenses.
Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.
- M. Severability.
Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement shall remain in full force and effect.
- N. Preventing and Reporting Fraud, Waste and Abuse.
SCDHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Hospital shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract's Manager or Bureau of Business Management.

Any employee, agent, or Hospital of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Hospital, Hospital's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Hospital is required to inform Hospital's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

AS TO DHEC

BY: *[Signature]*
Director of Public Health

DATE: 9/6/16

AS TO THE CONTRACTING PARTY

BY: *[Signature]*
(NAME)

ITS: Chief Executive Officer
(TITLE)

DATE: 4/1/15

MAILING ADDRESS:

1304 West Bobo Newsom Hwy.
Hartsville, SC 29550

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.

[Signature]
Francine Miller
Contracts Manager

DATE: 10-18-16

Robinson- McLeod Health Cheraw

<p>ORIGINAL</p> <p>MEMORANDUM OF AGREEMENT</p> <p>BETWEEN</p> <p>SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL</p> <p>AND</p> <p>McLEOD HEALTH CHERAW</p>	<p>MOA # <u>2016-021</u> <u>6-21-21</u></p>
<p>I. PURPOSE: MEDICAL CARE FOR PATIENTS DURING A RADIOLOGICAL EVENT The South Carolina Department of Health and Environmental Control (hereafter referred to as "DHEC") and McLeod Health Cheraw (hereafter referred to as "Hospital") hereby enter into this Memorandum of Agreement (hereafter "MOA") for the purpose of treating certain patients requiring care in the event of a release of radioactive substances. Radioactive releases covered under this MOA could result from a variety of sources, including but not limited to, a fixed nuclear facility, an accident involving the transport of radioactive substances, a radiological dispersion device ("dirty bomb"), or a nuclear bomb.</p> <p>This MOA is intended to cover any event in which radioactive substances are released. The MOA will be activated when DHEC (state and/or local) and the emergency management authority for Chesterfield County determine that a radiological incident has occurred or is likely to occur.</p>	
<p>II. SCOPE OF SERVICES:</p> <p>A. Responsibilities of DHEC. Under the terms of this MOA, DHEC shall be responsible for:</p> <ol style="list-style-type: none"> 1. Activation. The MOA will be activated when DHEC and the emergency management authority for Chesterfield County or the State Emergency Management Division determine that a radiological incident has occurred or is likely to occur. 2. Inclusion in emergency planning. DHEC will include the Hospital in Emergency Operations Plans for response to a radiological event. 3. Provision of training and exercises. DHEC will provide opportunities for participation in training and exercises for response to a radiological event. 4. Coordination of emergency support. During an emergency, DHEC will coordinate access to state and federal resources through Emergency Support Function-8 ("Health and Medical Services") and Emergency Support Function-10 ("Hazardous Materials"). 5. Assessing and characterizing radiation. DHEC will assess and characterize radiation sources of patient exposure and the potential for facility contamination. 6. Coordination of transfers and transportation. DHEC will assist the Hospital in coordinating the transfer and forward transport of patients following a radiological event. <p>B. Responsibilities of Hospital. Under the terms of this MOA, Hospital shall be responsible for:</p> <ol style="list-style-type: none"> 1. Patient care. The Hospital agrees to accept, decontaminate and treat individuals who may have been exposed to or contaminated by radioactive substances. 2. Planning. The Hospital will develop a plan to effectively use state, local, and hospital resources to respond to a radiological event. The Hospital will consult with DHEC and emergency management agencies in the development of this plan. 3. Preparedness. The Hospital will obtain and utilize training resources and material available from FEMA and other agencies in preparation for patient care in a radiological event. 4. Radiological Medicine. The Hospital will include the hospital medical physicist or health physicist in planning and activating the Hospital's 	
<p>DHEC 0656 (Rev 3/2013)</p>	<p>Page 1 of 4</p>

Robinson- McLeod Health Cheraw (continued)

emergency response plan.

5. **Emergency activation.**
The Hospital will designate a staff person available at all hours who will be responsible for making the proper notifications regarding the Hospital's plan activation and response. The Hospital will ensure DHEC has up-to-date contact information for this person.
6. **Chain of Command.**
The Hospital will designate backup individuals for key Hospital officers.
7. **Staffing.**
The Hospital will maintain a staff of qualified medical professionals who have been trained in the proper response to a radiological event. Staff training will include, but not be limited to, training in the use of survey instrumentation, radiation containment, and decontamination procedures.
8. **Patient receiving and decontamination.**
The Hospital will designate a separate area apart from the Hospital for triage and decontamination. The Hospital will ensure that the triage system has an efficient record-keeping process.
9. **Personal protective equipment.**
The Hospital will provide hospital personnel with protective equipment, personal dosimeters, and radiation survey meters. The Hospital should have a minimum of three (3) radiation survey meters. At least two (2) of these meters must be mobile or portable.
10. **Communication.**
The Hospital will ensure that backup communication methods are available for key hospital personnel for use during an emergency. The Hospital will be linked to the community's emergency alert system.
11. **Temporary morgue.**
The Hospital will provide a suitable area for the temporary storage of contaminated corpses.
12. **Behavioral health services.**
The Hospital will have a plan for notifying crisis counseling personnel to provide psychosocial support during a radiological event.
13. **Bed capacity.**
The Hospital agrees to follow the procedure set forth in the Department's most current Memorandum regarding Licensed Bed Capacity During an Emergency, in the event the number of individuals presenting for treatment during a radiological event exceeds the Hospital's licensed bed capacity.
14. **Mutual aid.**
The Hospital agrees to maintain mutual aid agreements with nearby hospitals to transfer patients in the event the number of people presenting for treatment or admission exceeds the hospital's capabilities and/or bed capacity.

III. **TERMS AND CONDITIONS:**

- A. **Effective Dates.**
This MOA shall be effective on June 22, 2016 or when all parties have signed, whichever is later, and will terminate on June 21, 2018. This MOA is renewable for three (3) additional one (1) year periods based on an annual review of criteria listed under Evaluation of the MOA and mutual agreement by authorized representatives of both parties.
- B. **Termination.**
Subject to the provisions contained below, this MOA may be terminated by either party providing thirty (30) days advance written notice of termination to the other party. Either party may terminate this MOA for cause, default or negligence at any time without thirty (30) days advance written notice.
- C. **Amendment.**
Any changes to this MOA, which are mutually agreed upon between authorized representatives of DHEC and the Hospital, shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by authorized representatives of each party.
- D. **Other obligations.**

Robinson- McLeod Health Cheraw (continued)

Check one: Yes No This hospital is a primary or secondary medical facility providing hospital and medical services to a Fixed Nuclear Facility.

If Yes: This Hospital is willing to provide medical care within its capabilities to individuals who may be contaminated, injured or exposed to dangerous levels of radiation following an accident at the **Duke Energy Robinson Plant**. "Contaminated injured or exposed Individuals" refers to individuals who are 1) contaminated and otherwise physically injured; 2) contaminated and exposed to high levels of radiation; or 3) exposed to dangerous levels of radiation. (The term "high" refers to exposure rates greater than 100 milliroentgens per hour.)

This Hospital will have at least one (1) physician and one (1) nurse or health physicist on duty or on call at all times to supervise the evaluation and treatment of contaminated, injured or exposed individuals. If on call, personnel will be on station in the hospital within two (2) hours after notification. The doctor, nurse or health physicist is not required to be on the hospital's staff, but may be secured by contracts or agreements. This Hospital is capable of evaluating radiation exposure and uptake. Any additional and relevant specialized capabilities are listed in an attachment to this MOA. This Hospital is adequately prepared to treat 2 ambulatory patients and 2 non-ambulatory patients described above.

- E. **Records.**
As part of its health oversight function and authority, DHEC shall have access to any records, upon written request, generated in response to a radiological event.
- E. **Liability.**
Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOA.
- F. **Non-Discrimination.**
No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, disability, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services.
- G. **Controlled Substance Statement.**
By signing this MOA, Hospital certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- H. **Evaluation of MOA.**
Authorized representatives of the Hospital and DHEC will meet annually to evaluate this MOA based on the responsibilities for each party listed under section II, Scope of Services, of this MOA.
- I. **Governing Law.**
The MOA, any dispute, claim, or controversy relating to this MOA and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10 et seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina.
- J. **Insurance.**
Each of the parties agree to maintain professional, malpractice and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, and each party shall be responsible for coverage of its respective employees.
- K. **Licenses.**
The parties agree that during the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. A party will immediately notify the other if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation.
- L. **Expenses.**
Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

Robinson- McLeod Health Cheraw (continued)

- M. Severability.
Should a court of competent jurisdiction rule any portion of this MOA invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the MOA and all remaining portions and sections of the MOA shall remain in full force and effect.
- N. Preventing and Reporting Fraud, Waste and Abuse.
SCDHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse ("FWA") in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Hospital shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract's Manager or Bureau of Business Management.

Any employee, agent, or Hospital of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Hospital, Hospital's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Hospital is required to inform Hospital's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

AS TO DHEC

BY: *Elaine Dwyer*
Director of Public Health *Per Business*

DATE: 4-26-16

AS TO THE HOSPITAL

BY: *Meriba Scoggins*
Meriba Scoggins
Administrator

DATE: 4/7/16

MAILING ADDRESS:

711 Chesterfield Highway
Cheraw, SC 29520-7002

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.

Francine Miller
Francine Miller
Contracts Manager

DATE: 4-27-16

V.C. Summer- Palmetto Health Richland, Baptist, and Parkridge

MOA # 2017-201

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

(PALMETTO HEALTH)
(RICHLAND, BAPTIST, PARKRIDGE)

- I. **PURPOSE: MEDICAL CARE FOR PATIENTS DURING A RADIOLOGICAL EVENT**
The South Carolina Department of Health and Environmental Control (hereafter referred to as DHEC) and Palmetto Health (hereafter referred to as Hospital) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of treating a surge of patients requiring care in the event of a release of radioactive substances. Radioactive releases covered under this Agreement could result from a variety of sources, including but not limited to, a fixed nuclear facility, an accident involving the transport of radioactive substances, a radiological dispersion device ("dirty bomb"), or a nuclear bomb.
- This agreement is intended to cover any event in which radioactive substances are released. The Agreement will be activated when DHEC (state and/or local) and the emergency management authority for Richland County determine that a radiological incident has occurred or is likely to occur.
- II. **SCOPE OF SERVICES:**
- A. **Responsibilities of DHEC.** Under the terms of this MOA, DHEC shall be responsible for:
1. **Activation.**
The Agreement will be activated when DHEC and the emergency management authority for Richland County or the State Emergency Management Division determine that a radiological incident has occurred or is likely to occur.
 2. **Inclusion in emergency planning.**
DHEC will include the hospital in Emergency Operations Plans for response to a radiological event.
 3. **Provision of training and exercises.**
DHEC will provide opportunities for participation in training and exercises for response to a radiological event.
 4. **Coordination of emergency support.**
During an emergency, DHEC will coordinate access to state and federal resources through Emergency Support Function-8 (Health and Medical Services) and Emergency Support Function-10 (Hazardous Materials).
 5. **Assessing and characterizing radiation.**
DHEC will assess and characterize radiation sources of patient exposure and the potential for facility contamination.
 6. **Coordination of transfers and transportation.**
DHEC will assist the Hospital in coordinating the transfer and forward transport of patients following a radiological event.
- B. **Responsibilities of Hospital.** Under the terms of this MOA, Hospital shall be responsible for:
1. **Patient care.**
The Hospital agrees to accept and treat individuals who may have been exposed to or contaminated by radioactive substances.
- III. **TERMS AND CONDITIONS:**
- A. **Effective Dates.**
This MOA shall be effective on June 1st, 2016 or when all parties have signed, whichever is later, and will terminate on June 1st 2018. This MOA is renewable for three additional one year periods based on an annual review of criteria listed under Evaluation of MOA and agreement by both parties.
- B. **Termination.**
Subject to the provisions contained below, this MOA may be terminated by either party providing thirty (30) days

V.C. Summer- Palmetto Health Richland, Baptist, and Parkridge (continued)

advance written notice of termination to the other party. DHEC may terminate this MOA for cause, default or negligence on the part of the Hospital at any time without thirty days advance written notice.

- C. **Amendment.**
Any changes to this MOA, which are mutually agreed upon between DHEC and the Hospital, shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by each party.
- D. **Other obligations.**
Palmetto Health maintains MOU's with SCE&G for V.C. Summer and Westinghouse Nuclear Fuel Division to provide support in the form of patient care as needed.
- E. **Liability.**
Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOA.
- F. **Non-Discrimination.**
No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, disability, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
- G. **Controlled Substance Statement.**
By signing this contract, Contractor certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- H. **Evaluation of MOA.**
Appropriate staff of the Hospital and DHEC will meet annually to evaluate this MOA based on the responsibilities for each party listed under section II, Scope of Services, of this agreement.
- I. **Governing Law.**
The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10 et seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina.
- J. **Insurance.**
Each of the parties agree to maintain professional, malpractice and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, and each party shall be responsible for coverage of its respective employees.
- K. **Licenses.**
The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Hospital will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Hospital.
- L. **Expenses.**
Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.
- M. **Severability.**
Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement shall remain in full force and effect.
- N. **Preventing and Reporting Fraud, Waste and Abuse.**
SCDHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency

V.C. Summer- Palmetto Health Richland, Baptist, and Parkridge (continued)

employee, agent, or Hospital shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally-funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract's Manager or Bureau of Business Management.

Any employee, agent, or Hospital of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Hospital, Hospital's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Hospital is required to inform Hospital's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

AS TO DHEC

BY: [Signature]
Director of Public Health

DATE: 9/4/16

AS TO THE CONTRACTING PARTY

BY: [Signature]
(NAME)

ITS: COO
(TITLE)

DATE: 5/18/16

MAILING ADDRESS:

5 Richland Medical Park Dr.
Columbia SC 29203

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.

[Signature]
Francine Miller
Contracts Manager

DATE: 10-18-16

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V.C. Summer- Lexington Medical Center

MOA # 2017-205

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

LEXINGTON MEDICAL CENTER

I. PURPOSE: MEDICAL CARE FOR PATIENTS DURING A RADIOLOGICAL EVENT

The South Carolina Department of Health and Environmental Control (hereafter referred to as DHEC) and Lexington Medical Center (hereafter referred to as Hospital) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of treating a surge of patients requiring care in the event of a release of radioactive substances. Radioactive releases covered under this Agreement could result from a variety of sources, including but not limited to, a fixed nuclear facility, an accident involving the transport of radioactive substances, a radiological dispersion device ("dirty bomb"), or a nuclear bomb.

This agreement is intended to cover any event in which radioactive substances are released. The Agreement will be activated when DHEC (state and/or local) and the emergency management authority for Lexington County determine that a radiological incident has occurred or is likely to occur.

II. SCOPE OF SERVICES:

A. Responsibilities of DHEC. Under the terms of this MOA, DHEC shall be responsible for:

1. Activation.
The Agreement will be activated when DHEC and the emergency management authority for Lexington County or the State Emergency Management Division determine that a radiological incident has occurred or is likely to occur.
2. Inclusion in emergency planning.
DHEC will include the hospital in Emergency Operations Plans for response to a radiological event.
3. Provision of training and exercises.
DHEC will provide opportunities for participation in training and exercises for response to a radiological event.
4. Coordination of emergency support.
During an emergency, DHEC will coordinate access to state and federal resources through Emergency Support Function-8 (Health and Medical Services) and Emergency Support Function-10 (Hazardous Materials).
5. Assessing and characterizing radiation.
DHEC will assess and characterize radiation sources of patient exposure and the potential for facility contamination.
6. Coordination of transfers and transportation.
DHEC will assist the Hospital in coordinating the transfer and forward transport of patients following a radiological event.

B. Responsibilities of Hospital. Under the terms of this MOA, Hospital shall be responsible for:

1. Patient care.
The Hospital agrees to accept, decontaminate and treat individuals who may have been exposed to or contaminated by radioactive substances.
2. Planning.
The Hospital will develop a plan to effectively use state, local, and hospital resources to respond to a radiological event. The Hospital will consult with DHEC and emergency management agencies in the development of this plan.
3. Preparedness.
The Hospital will obtain and utilize training resources and material available from FEMA and other agencies in preparation for patient care in a radiological event.
4. Radiological Medicine.
The Hospital will include the hospital medical physicist or health physicist in planning and activating the hospital's

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Page 1 of 4

V.C. Summer- Lexington Medical Center (continued)

emergency response plan.

5. Emergency activation.
The Hospital will designate a staff person available at all hours who will be responsible for making the proper notifications regarding the hospital's plan activation and response. The Hospital will ensure DHEC has up-to-date contact information for this person.
6. Chain of Command.
The Hospital will designate backup individuals for key hospital officers.
7. Staffing.
The Hospital will maintain a staff of qualified medical professionals who have been trained in the proper response to a radiological event. Staff training will include, but not be limited to, training in the use of survey instrumentation, radiation containment, and decontamination procedures.
8. Patient receiving and decontamination.
The Hospital will designate a separate area apart from the hospital for triage and decontamination. The Hospital will ensure that the triage system has an efficient record-keeping process.
9. Personal protective equipment.
The Hospital will provide hospital personnel with protective equipment, personal dosimeters, and radiation survey meters. The Hospital should have a minimum of three radiation survey meters. At least two of these meters must be mobile or portable.
10. Communication.
The Hospital will ensure that backup communication methods are available for key hospital personnel for use during an emergency. The Hospital will be linked to the community's emergency alert system.
11. Temporary morgue.
The Hospital will provide a suitable area for the temporary storage of contaminated corpses.
12. Behavioral health services.
The Hospital will have a plan for notifying crisis counseling personnel to provide psychosocial support during a radiological event.
13. Bed capacity.
The Hospital agrees to follow the procedure set forth in the Department's most current Memorandum regarding Licensed Bed Capacity During an Emergency, in the event the number of individuals presenting for treatment during a radiological event exceeds the hospital's licensed bed capacity.
14. Mutual aid.
The Hospital agrees to maintain mutual aid agreements with nearby hospitals to transfer patients in the event the number of people presenting for treatment or admission exceeds the hospital's capabilities and/or bed capacity.

III. TERMS AND CONDITIONS:

- A. Effective Dates.
This MOA shall be effective on 8/3/16 or when all parties have signed, whichever is later, and will terminate on 8/3/19. This MOA is renewable for three additional one year periods based on an annual review of criteria listed under Evaluation of MOA and agreement by both parties.
- B. Termination.
Subject to the provisions contained below, this MOA may be terminated by either party providing thirty (30) days advance written notice of termination to the other party. DHEC may terminate this MOA for cause, default or negligence on the part of the Hospital at any time without thirty days advance written notice.
- C. Amendment.
Any changes to this MOA, which are mutually agreed upon between DHEC and the Hospital, shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by each party.
- D. Other obligations.

V.C. Summer- Lexington Medical Center (continued)

Check one: Yes No This hospital is a primary or secondary medical facility providing hospital and medical services to a Fixed Nuclear Facility.

If Yes: This Hospital is willing to provide medical care within its capabilities to individuals who may be contaminated, injured or exposed to dangerous levels of radiation following an accident at the VC Summers Nuclear Facility. "Contaminated injured or exposed Individuals" refers to individuals who are 1) contaminated and otherwise physically injured; 2) contaminated and exposed to high levels of radiation; or 3) exposed to dangerous levels of radiation. (The term "high" refers to exposure rates greater than 100 milliroentgens per hour.)

This Hospital will have at least one physician and one nurse or health physicist on duty or on call at all times to supervise the evaluation and treatment of contaminated, injured or exposed individuals. If on call, personnel will be on station in the hospital within two hours after notification. The doctor, nurse or health physicist may be secured by contracts or agreements. This Hospital is capable of evaluating radiation exposure and uptake. Any additional and relevant specialized capabilities are listed in an attachment to this document. This hospital is adequately prepared to treat 25 ambulatory patients and 10 non-ambulatory patients described above.

- E. Records.
As part of its health oversight function and authority, DHEC shall have access to any records generated in response to a radiological event.
- E. Liability.
Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOA.
- F. Non-Discrimination.
No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, disability, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
- G. Controlled Substance Statement.
By signing this contract, Contractor certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- H. Evaluation of MOA.
Appropriate staff of the Hospital and DHEC will meet annually to evaluate this MOA based on the responsibilities for each party listed under section II, Scope of Services, of this agreement.
- I. Governing Law.
The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10 et seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina.
- J. Insurance.
Each of the parties agree to maintain professional, malpractice and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, and each party shall be responsible for coverage of its respective employees.
- K. Licenses.
The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Hospital will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Hospital.
- L. Expenses.
Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

V.C. Summer- Lexington Medical Center (continued)

- M. Severability.
Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement shall remain in full force and effect.
- N. Preventing and Reporting Fraud, Waste and Abuse.
SCDHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Hospital shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract's Manager or Bureau of Business Management.

Any employee, agent, or Hospital of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Hospital, Hospital's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Hospital is required to inform Hospital's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

AS TO DHEC

BY: 
Director of Public Health

DATE: 8/8/16

AS TO THE CONTRACTING PARTY

BY: 
(NAME)

ITS: Interim Director of Public Safety
(TITLE)

DATE: 8/3/16

MAILING ADDRESS:

2720 Sunset Blvd.
West Columbia, SC 29169

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.


Francine Miller
Contracts Manager

DATE: 10-18-16

Vogtle- Doctor's Hospital

3651 Wheeler Road
Augusta, GA 30909
(706) 651-3232

www.doctors-hospital.net

October 10, 2016

Darian Myers
Plant Vogtle Electric Generating Plant
7821 River Road
Waynesboro, GA 30830

Dear Mr. Myers:

The purpose of this letter is to reconfirm that Doctors Hospital would accept the radiologically contaminated injured patients arising from incidents or emergencies at Plant Vogtle. We realize that Georgia Power Company or Southern Nuclear Operating Company would be financially responsible for any modifications to our facility that may be required by the Nuclear Regulatory Commission, or others, for the treatment of patient exposed to radioactive materials. This may also include special training of hospital personnel, as may be required, and also the cost of any special equipment, as may be required.

It is my understanding that your organization has shared with our staff written procedures prepared by a medical radiation consultant, which would detail the actions that would be necessary to take care for these patients. Our personnel are available to receive instructions from your consultant regarding your proposed plan of action. We would also be willing to participate in periodic drills with respect to your plan of action.

Please feel free to contact me at 706-651-2451 concerning any questions that you may have.

Sincerely,

A handwritten signature in blue ink that appears to read "Doug Welch".

Doug Welch,
President/CEO

cc: Jodi Cunningham, Emergency Department Director
Karen Smith, VP/Chief Nursing Officer
Mark Newton, M.D., Medical Director of Emergency Department
Brad Thompson, Hospital Safety Director

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IV. Nuclear Power Training Unit Charleston MOAs*NPTU and Medical University Hospital Authority*

**MEMORANDUM OF AGREEMENT
MEDICAL UNIVERSITY HOSPITAL AUTHORITY
NUCLEAR POWER TRAINING UNIT, CHARLESTON**

- I. INTRODUCTION. This agreement is made to define the responsibilities for the parties identified herein with regard to preparedness for, and immediate management and treatment of patients from Nuclear Power Training Unit, Charleston exposed to radioactive contamination.
- II. PARTIES. The parties to this agreement are the Medical University Hospital Authority, referred to herein as "MUHA" and the Nuclear Power Training Unit, Charleston, referred to herein as "NPTU".
- III. DEFINITIONS. NPTU refers to the Navy's Naval Nuclear Propulsion Program training presence near the City of Goose Creek in Berkeley County on Joint Base Charleston - Weapons between and including Pier X-RAY North, Pier X-RAY South, and the NPTU Training Support Building.
- IV. RESPONSIBILITIES.
- A. Due to the low levels of radioactive contamination at NPTU, emergency medical treatment of the injured person takes precedence over the radiological controls until the patient is in a stable condition. As practical without delaying emergency medical treatment, MUHA will set up and maintain a receiving area that contains provisions for personnel decontamination and the control and containment of radioactive wastes. MUHA will conduct basic radiological controls awareness training as discussed below for all medical personnel who handle or perform initial medical treatment of patients under this Agreement.
- B. When notified by NPTU, MUHA will receive and administer emergency medical treatment to NPTU personnel who may have been involved in a radiological emergency. Patients who have been exposed to or contaminated with radioactive material will be accompanied by trained personnel from NPTU who will provide guidance on radiological controls. Triage and treatment at MUHA will be affected by MUHA physicians, emergency room staff and paramedical personnel.
- C. NPTU will remove and dispose of all liquid and solid

NPTU and Medical University Hospital Authority (continued)

radioactive waste generated during the treatment.

D. NPTU will assist in ensuring containment of the radioactive material at MUHA.

V. TRAINING. NPTU training personnel will review and validate that the MUHA training program meets the needs of the Naval Nuclear Propulsion Program. Annual training exercises will be conducted at the mutual convenience of both parties to demonstrate the proficiency and adequacy of both NPTU and MUHA training and emergency preparedness.

VI. DETAILED PROCEDURES. A written procedure delineating specific steps to be taken by MUHA and NPTU in conjunction with this Memorandum of Agreement shall be established by MUHA and NPTU. This procedure will ensure proper transition from NPTU emergency procedures to MUHA emergency procedures.

VII. EQUIPMENT and MATERIAL.

A. NPTU has staged materials to assist with contamination controls at MUHA. This material will be stored by MUHA in the vicinity of the receiving area.

B. NPTU will provide trained emergency response personnel to assure that radiological controls are affected. The emergency response personnel will bring battery powered portable survey instruments capable of detecting beta-gamma radiation and radioactive contamination on personnel, clothing and equipment. These instruments will be brought to MUHA by NPTU personnel, in conjunction with an injury, and returned to NPTU upon completion of their use at the hospital.

VIII. RELEASE OF INFORMATION. Any request for information from the news media, private individuals, or state or local governments shall be coordinated between Joint Base Charleston Public Affairs Officer, telephone number 843-963-5608 and MUHA Public Affairs, telephone number 843-792-3232 or 843-792-4000. Notifications regarding next of kin, transportation and related services in the event of deaths, serious injury or illness, will be made by NPTU. Consultation with designated radiation medical specialists may be made by MUHA as required by official directives or as necessary for the proper medical treatment of the patient.

NPTU and Medical University Hospital Authority (continued)

IX. FINANCIAL SETTLEMENTS. Financial settlements for medical services rendered to NPTU Navy employees are accomplished through the U.S. Navy Office of Medical and Dental Affairs, in accordance with existing procedures. Financial settlements for medical services rendered to NPTU Bechtel Marine Propulsion Corporation employees are accomplished through the U.S. Department of Labor, Office of Worker's Compensation Program in accordance with existing procedures.

X. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996. To the extent applicable to this Memorandum of Agreement, both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d ("HIPAA") and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. 164 (the "Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 all collectively referred to herein as "HIPAA Requirements". Both parties agree to enter into any further agreements as necessary to facilitate compliance with HIPAA.

XI. EFFECTIVE DATE. This agreement shall be automatically renewed from year to year, but shall not exceed five years from the start date with the signing of this Memorandum of Agreement by MUHA and NPTU. This agreement supersedes any previous agreements with MUHA relating to radiological emergency responsibilities arising from Naval Nuclear Propulsion Program materials. This agreement may be amended by mutual consent or terminated by either party upon giving at least thirty (30) days written notice to the other parties.

2/16/12
Date

[Signature]
Executive Director
Medical University Hospital Authority

2/23/12
Date

[Signature]
Commanding Officer
Nuclear Power Training Unit, Charleston

LEGAL AFFAIRS
MUHA
APPROVED AS TO FORM

By: [Signature]
Date: 2/15/12

NPTU and Medical University Hospital Authority Procedure Addendum

**NAVAL NUCLEAR POWER TRAINING UNIT, CHARLESTON
AND MEDICAL UNIVERSITY HOSPITAL AUTHORITY
PROCEDURES**

I. Introduction: These procedures outline how Naval Nuclear Power Training Unit, Charleston (NPTU) will coordinate with Medical University Hospital Authority (MUHA) when potentially radioactively contaminated, injured personnel are being transported to the hospital for treatment due to a Naval Nuclear Propulsion Program related radiological accident. The procedures provide specific steps to be accomplished by the hospital and NPTU to ensure patient care is maintained while limiting the impact of contamination at the hospital.

NPTU methods for control of a radiologically contaminated injured person are based on the following priorities in the order listed.

- A. The medical treatment of the injured person takes precedence over the radiological controls until the patient is in a stable condition.
- B. Controls are implemented to prevent internal contamination of hospital personnel.
- C. All radioactivity that leaves NPTU ultimately returns to NPTU. NPTU will take custody of all radiologically contaminated waste and any materials/equipment that cannot be decontaminated.
- D. When the patient's medical condition is stable, radiological decontamination should be completed to prevent the unnecessary spread of contamination at the hospital. In doing so recovery efforts will be minimized and the effected areas can be returned to normal operation sooner.

II. Notification Procedure. NPTU is responsible for notifying MUHA as soon as practical if any contaminated, injured personnel are being sent to the hospital for treatment. NPTU shall notify the hospital by calling the Emergency Room (ER) at 843-876-6017 (ER Charge Nurse). As much of the following information known at the time of the call will be provided:

- A. Number of injured, contaminated persons.
- B. Identity of injured persons.

NPTU and Medical University Hospital Authority Procedure Addendum (continued)

- C. Extent of injuries.
- D. Estimated arrival time.
- E. Transportation method.

III. Pre-Arrival Procedure. Upon notification that a potentially radioactively contaminated, injured patient is enroute, the hospital will take the following actions if practical. These actions assist with rapid clean-up and release of areas after the patient is stable.

- A. Hospital personnel that will be involved in the treatment of contaminated personnel will don personal protective equipment in accordance with hospital procedures and guidelines. Obviously, patient treatment is the priority, and taking these actions should not interfere with that objective.
- B. The hospital will place a protective covering over the designated portions of the ER and will extend the covering outside to the ER portico ramp for unloading the potentially contaminated patient from the transport vehicle.
- C. The hospital will establish boundaries to prevent unnecessary personnel from entering the controlled areas.
- D. The hospital will have security guards posted outside the entrance to the ER to control traffic and personnel.
- E. A Radiological Control Technician (RCT) from NPTU will accompany the injured, contaminated person. The RCT will provide radiological information concerning the patient to the medical corpsman/ambulance attendant enroute to the hospital, and assist in controlling contamination enroute.
- F. The Decontamination Room 116M will be readied to receive patients. Emergency Room Trauma Bay 1 should be readied with provided floor covering if expected to be needed for treatment. All traffic will be diverted away from these rooms once the floor covering is in place. To the maximum extent possible, the treatment of the injured, contaminated person should be

NPTU and Medical University Hospital Authority Procedure Addendum (continued)

accomplished within the Decontamination Room. This is to minimize the possible spread of contamination.

IV. Arrival Procedure. Upon arrival of potentially contaminated, injured personnel, the hospital will begin medical triage in accordance with their established procedures. Potential contamination levels do not pose a hazard to the patient or to the attending medical staff. Normal aseptic practices provide adequate controls of radioactive contamination. Medical treatment will always take precedence over contamination control or radiological considerations.

- A. The security guard will direct the ambulance to the ER Decontamination Room Door where the ground cover has been installed. Ambulatory and non-ambulatory contaminated patients will enter through the decon room door.
- B. The ambulance will be detained and directed to a nearby holding area to wait surveying and decontamination (if necessary). If during this time EMS personnel receive a call for emergency response the RCT will record the vehicle number and the EMS Personnel names for later evaluation.
- C. The security guard will prevent traffic from crossing the ground cover once the injured, contaminated personnel have entered the ER.
- D. The RCT will provide radiological information concerning the patient to the doctor or other health care providers. The RCT will also assist in handling potentially contaminated equipment and waste.
- E. NPTU personnel will assist in controlling access to the controlled areas.

V. Waste Removal. The handling of all waste associated with the treatment of a contaminated patient shall be as follows:

- A. Re-usable medical equipment will be surveyed and decontaminated prior to being released from radiological controls.
- B. The hospital will collect the waste generated and isolate this waste from other materials in the controlled area. Waste is considered liquids, cloths, cloth goods, sheets, rubber gloves, and other similar disposal equipment.

NPTU and Medical University Hospital Authority Procedure Addendum (continued)

- C. As the controlled area is reduced in size, the waste within the area will be packaged by personnel from NPTU.
- D. NPTU will collect all radioactive waste generated due to the treatment of its contaminated patients. All contaminated waste collected will be stored in a secured area with restricted access until transportation can be arranged. Normally, the storage location will be the Decontamination Room.

VI. Final Survey. A final survey of the areas within the hospital that were exposed to loose surface contamination will be conducted by personnel from NPTU and observed by hospital personnel. This survey should be performed as the size of the controlled area is reduced or as soon thereafter as possible.

VII. Public Affairs. Any request for information from the news media, private individuals, or state or local governments shall be coordinated between Joint Base Charleston Public Affairs Officer, telephone number 843-963-5608 and MUHA Public Affairs, telephone number 843-792-3232 or 843-792-4000. This does not preclude notifications required by hospital regulations or to obtain medical assistance.

VIII. Revisions To These Procedures. Any changes, deletions, or revisions to these procedures require the approval of both parties.

2/14/12
Date

W. Stewart Smith
Executive Director
Medical University Hospital Authority

2/22/12
Date

CT Fyde
Radiological Controls Manager
Nuclear Power Training Unit,
Charleston, SC

MEDICAL AFFAIRS
MUHA
APPROVED AS TO FORM

Annelle R. Dacuna
2/15/12

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NPTU and Trident Medical Center

MEMORANDUM OF AGREEMENT
TRIDENT MEDICAL CENTER, LLC d/b/a TRIDENT MEDICAL CENTER
NUCLEAR POWER TRAINING UNIT, CHARLESTON

- I. INTRODUCTION. This agreement is made to define the responsibilities for the parties identified herein with regard to preparedness for, and immediate management and treatment of injured personnel exposed to radioactive contamination at Nuclear Power Training Unit, Charleston.
- II. PARTIES. The parties to this agreement are the Trident Medical Center, referred to herein as "Trident" and the Nuclear Power Training Unit, Charleston, referred to herein as "NPTU".
- III. DEFINITIONS. NPTU refers to the Navy's Naval Nuclear Propulsion Program training presence near the City of Goose Creek in Berkeley County on Joint Base Charleston - Weapons between and including Pier X-RAY North, Pier X-RAY South, and the NPTU Training Support Building.
- IV. RESPONSIBILITIES.
 - A. Due to the low levels of radioactive contamination at NPTU, emergency medical treatment of the injured person takes precedence over the radiological controls until the patient is in a stable condition. As practical without delaying emergency medical treatment, Trident will establish a receiving area for radioactively contaminated patients that contain provisions for personnel decontamination and the control and containment of radioactive wastes. Trident will conduct basic radiological controls awareness training as discussed below for all medical personnel who handle or perform initial medical treatment of patients under this Agreement.
 - B. When notified by NPTU, Trident will receive and administer emergency medical treatment to NPTU personnel who may have been involved in a radiological emergency. Patients who have been exposed to or contaminated with radioactive material will be accompanied by trained personnel from NPTU who will provide guidance on radiological controls. Triage and treatment at Trident will be affected by Trident physicians, emergency room staff and paramedical personnel.
 - C. NPTU will remove and dispose of all liquid and solid radioactive waste generated during the treatment.
 - D. NPTU will assist in ensuring containment of the radioactive material at Trident.

NPTU and Trident Medical Center (continued)

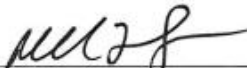
- V. TRAINING. NPTU training personnel will assist in developing Trident's training program to ensure consistency with the training requirements of the Naval Nuclear Propulsion Program. Trident will conduct annual training for their personnel in basic radiological controls. NPTU will verify that training is completed annually. Annual training exercises will be conducted at the mutual convenience of both parties to demonstrate the proficiency and adequacy of both NPTU and Trident training and emergency preparedness.
- VI. DETAILED PROCEDURES. A written procedure delineating specific steps to be taken by Trident and NPTU in conjunction with this Memorandum of Agreement shall be established by Trident and NPTU. This procedure will ensure proper transition from NPTU emergency procedures to Trident emergency procedures.
- VII. EQUIPMENT and MATERIAL.
- A. NPTU has staged materials to assist with contamination controls at Trident. This material will be stored by Trident in the vicinity of the receiving area.
- B. NPTU will provide trained emergency response personnel to assure that radiological controls are affected. The emergency response personnel will bring battery powered portable survey instruments capable of detecting beta-gamma radiation and radioactive contamination on personnel, clothing and equipment. These instruments will be brought to Trident by NPTU personnel, in conjunction with an injury, and returned to NPTU upon completion of their use at the hospital.
- VIII. RELEASE OF INFORMATION. Requests for information concerning a radiological emergency from the news media, state and local authorities, or the public shall be referred to the Joint Base Charleston Public Affairs Officer; telephone number 843-963-5608. Notifications regarding next of kin, transportation and related services in the event of deaths, serious injury or illness will be made by NPTU. Consultation with designated radiation medical specialists may be made by Trident as required by official directives or as necessary for the proper medical treatment of the patient.
- IX. FINANCIAL SETTLEMENTS. Financial settlements for medical services rendered to NPTU Navy employees are accomplished through the U.S. Navy Office of Medical and Dental Affairs, in accordance with existing procedures. Financial settlements for medical services rendered to NPTU Bechtel Marine Propulsion Corporation employees are accomplished through the U.S. Department of Labor, Office of Worker's Compensation Program in accordance with existing procedures.

NPTU and Trident Medical Center (continued)

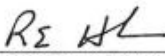
- X. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.
To the extent applicable to this Memorandum of Agreement, both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d ("HIPAA") and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 CFR Part 164 (the "Federal Security Regulations") and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162 all collectively referred to herein as "HIPAA Requirements". Both parties agree to enter into any further agreements as necessary to facilitate compliance with HIPAA.
- XI. EFFECTIVE DATE. This agreement shall be automatically renewed from year to year, but shall not exceed five years from the start date with the signing of this Memorandum of Agreement by Trident Medical Center and Nuclear Power Training Unit, Charleston. This agreement supersedes all previous agreements with Trident relating to radiological emergency responsibilities arising from Naval Nuclear Propulsion Program materials.

This agreement may be amended by mutual consent or terminated by either party upon giving at least thirty (30) days written notice to the other parties.

3/7/2014
Date


Chief Financial Officer
Trident Medical Center, LLC d/b/a
Trident Medical Center

3/18/2014
Date


Commanding Officer
Nuclear Power Training Unit,
Charleston