

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*

Page 1-20

A G R E E M E N T

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

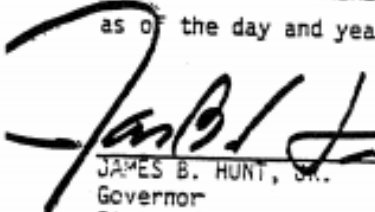
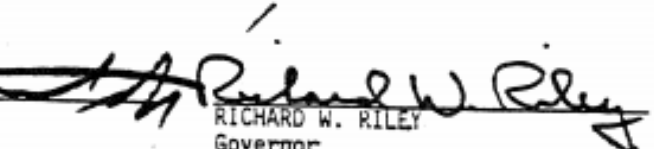
Section 1. Each Governor shall notify the Governor of the adjoining sister state, through the STATE EMERGENCY OPERATING CENTERS or other duly responsible state department, of any release of radioactive materials into the environment (air, ground, river, stream, etc.) that may affect the environment of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

Annex 5 Basic Plan**ANNEX 5, ATTACHMENT E – LETTER OF AGREEMENT WITH GEORGIA INTERSTATE
EMERGENCY PREPAREDNESS COMPACT BETWEEN THE STATES OF
SOUTH CAROLINA AND GEORGIA**

The contracting States solemnly agree:

ARTICLE I

The purpose of this compact is to provide mutual aid between the states in meeting any emergency or disaster, whether natural or man-made, or enemy attack, including sabotage and subversive acts and direct attacks by bombs, shellfire, and atomic, radiological, chemical, bacteriological means, and other enemy weapons. The prompt, full and effective utilization of the resources of the respective states, including such resources as may be available from respective states, including such resources as may be available from the United States Government or any other source, is essential to the safety, care and welfare of the people of the states in the event of emergency, disaster or enemy attack; and all resources, including personnel, equipment or supplies, shall be incorporated into a plan or plans of mutual aid to be developed between the emergency management agencies or similar bodies of the states that are parties to the compact. The Directors of Emergency Management of party states shall constitute a committee to formulate plans and take all necessary steps for the implementation of this compact.

ARTICLE II

It shall be the duty of each state to formulate emergency preparedness plans and programs for application within the state. There shall be frequent consultation between the representatives of the states and with the United States Government and the free exchange of information and plans, including inventories of any materials and equipment available for emergency response. In carrying out the emergency preparedness plans and programs the party states shall so far as possible provide and follow uniform standards, practices, and rules and regulations.

ARTICLE III

Any party state requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this compact in accordance with its terms. The state rendering aid may withhold resources to the extent necessary to provide its own reasonable protection. Each party state shall extend to the emergency preparedness forces of any other party state, while operating within its state limits under the terms and conditions of this compact, the same powers, except that of arrest unless specifically authorized by the receiving state, and the same duties, rights, privileges, and immunities as if they were performing their duties in the state in which normally employed or rendering services. Emergency preparedness forces will continue under the command and control of their regular leaders but the deployed organizational units will come under the operational control of the emergency preparedness authorities of the state receiving assistance.

ARTICLE IV

Whenever any person holds a license, certificate or other permit issued by any state evidencing the meeting of qualifications for professional, mechanical or other skills, such person may render aid

SCORERP

January 2014

Ap 2-Annex 5-E-1

States of Georgia and South Carolina (continued)

Annex 5 Basic Plan**Annex 5, Attachment E – Letter Of Agreement With Georgia Interstate Emergency Preparedness Compact Between The States Of South Carolina And Georgia (continued)**

involving that skill in the party state to meet an emergency or disaster and that state shall give the state in which aid is rendered for the duration of the emergency or disaster only.

ARTICLE V

No party state or its officers or employees rendering aid in another state pursuant to this compact shall be liable on account of any act or omission in good faith on the part of such forces will so engaged, or on account of the maintenance or use of any equipment or supplies in that connection.

ARTICLE VI

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more states may differ from the appropriate among other party states, this instrument contains elements of a broad base common to all states, and nothing herein shall preclude any state from entering into supplementary agreements with other state or states. Additionally, nothing herein shall preclude any political subdivision within the party states from entering into supplementary agreements between or among one another. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical, fir, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

ARTICLE VII

Each party state shall provide for the payment of compensation and death benefits to injured members of the emergency preparedness forces of that state and the representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid in another state pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within such state.

ARTICLE VIII

Any party state rendering aid in another state pursuant to this compact shall be reimbursed by the party state receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost incurred in connection with such requests. Any aiding party state may assume in whole or in part such loss, damage, expense, or other costs, or may loan equipment or donate such services to the receiving party state without charge or cost, and any two or more party states may enter into supplementary agreements establishing a different allocation of costs as among these states. The United States Government may relieve the state receiving aid from any liability and reimburse the state supplying emergency preparedness forces for the compensation paid to and the transportation, subsistence and maintenance expenses of such forces during the time of the rendition of such aid or assistance outside the state and may also pay fair and reasonable compensation for the use or utilization of the supplies, materials, equipment or facilities so utilized or consumed.

States of Georgia and South Carolina (continued)

Annex 5 Basic Plan**Annex 5, Attachment E – Letter Of Agreement With Georgia Interstate Emergency Preparedness Compact Between The States Of South Carolina And Georgia (continued)****ARTICLE IX**

Plans for the orderly evacuation and reception of the civilian population, as the result of an emergency or disaster shall be worked out between representatives of the party states and the various local emergency preparedness areas. Such plans shall include the manner of transportation evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends and the forwarding of evacuees to other areas or the bringing in of additional materials, supplies, and all other relevant factors. The plans shall provide that the party state receiving non-resident evacuees shall be reimbursed generally for the out-of-pocket expenses incurred in receiving and caring for the evacuees, including expenditures for transportation, food, clothing, medicines, medical care and like items. The United States Government shall reimburse by the party state of which the evacuees are residents, or the expenditures under plans approved by it. After termination of the emergency or disaster the party state of which the evacuees are residents shall assume the responsibility for the ultimate support or repatriation of such evacuees.

ARTICLE X

The committee established pursuant to Article I of this compact may request the Federal Emergency Management Agency (FEMA) of the United States Government to act as an informational and coordinating body under this compact, and representatives of the agency of the United States Government may attend meetings of the committee.

ARTICLE XI

This compact shall become operative between the State of Georgia and the State of South Carolina immediately upon its being entered into by the duly authorized officials of such states, and shall be subject to approval by Congress unless prior Congressional approval has been given. Duly authenticated copies of this compact and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party states and with the Federal Emergency Management Agency and other appropriate agencies of the United States Government.

ARTICLE XII

This compact shall continue in force and remain binding on each party state until the legislature or the Governor of the party state takes action to withdraw there from. Such action shall not be effective until thirty days after notice has been sent by the Governor of the party state desiring to withdraw to the Governor of the other party state.

ARTICLE XIII

The term "state" shall include any territory or possession of the United States, the District of Columbia, and any neighboring country or province or state thereof.

*States of Georgia and South Carolina (continued)*Annex 5 Basic Plan**Annex 5, Attachment E – Letter Of Agreement With Georgia Interstate Emergency Preparedness Compact Between The States Of South Carolina And Georgia**
(continued)ARTICLE XIV

This compact shall be construed to effectuate the purposes stated in Article I. If any provision of this compact is declared unconstitutional, or the applicability to any person or circumstance is held invalid, the constitutionality of the remainder of this compact and the applicability to other persons and circumstances shall not be affected.

FOR THE STATE OF GEORGIA

FOR THE STATE OF SOUTH
CAROLINA/s/ Joe Frank Harris/s/ Richard W. RileyJOE FRANK HARRIS
GOVERNORRICHARD W. RILEY
GOVERNORDate: June 9, 1986Date: June 26, 1986

ATTEST:

Secretary of StateSecretary of State

January 2014

Ap 2-Annex 5-D-4

SCORERP

SCDHEC 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 SCDHEC and REAC/TS (continued)

Dr. Samuel L. Finklea

-2-

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, SCDES, AND NUCLEAR PLANT MOUs

SCEMD, SCDES, and Dominion at V.C. Summer

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into as of July 1, 2024, (the "Effective Date"), by and among the South Carolina Emergency Management Division ("SCEMD"), the South Carolina Department of Environmental Services ("SCDES" and, together with SCEMD, the "State Organizations")¹ and Dominion Energy South Carolina pertaining to the V.C. Summer Nuclear Plant. Dominion Energy South Carolina and the State Organizations are herein referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Dominion Energy South Carolina 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 agree to provide assistance to support V.C. Summer Nuclear Plant Emergency Plans, including assistance during emergency and non-emergency situations. 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), and 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, including coordinating support to provide sufficient resources (including personnel) and equipment to V.C. Summer in the event of an emergency;
 - iii. assisting 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;

¹ Pursuant to South Carolina Act No. 60 of 2023 and South Carolina Code §1-30-140, all functions, powers, and duties of the environmental divisions, offices, and programs of the South Carolina Department of Health and Environmental Control were transferred to, incorporated in, and shall be administered as part of the South Carolina Department of Environmental Services (SCDES) as of July 1, 2024.

SCEMD, SCDES, and Dominion at V.C. Summer (continued)

- iv. participating and developing, as required, in (A) radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities beyond design basis and hostile action exercises sufficient to maintain Federal Emergency Management Agency (FEMA) approval and (B) any training provided by Dominion Energy South Carolina;
 - v. maintaining a twenty-four 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 relevant to the assistance State Organizations are expected to provide pursuant to the MOU and making personnel aware of any such hazards, characteristics, or features; and
 - vii. providing radiological emergency response training to all organizations and agencies within the State (*e.g.*, counties, fire departments, local law enforcement agencies, and emergency medical service providers) as required or upon request.
- b. SCDES 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 all organizations and agencies within the State (*e.g.*, counties, fire departments, local law enforcement agencies, and emergency medical service providers);
 - iv. providing radiological emergency response training to all organizations and agencies within the State (*e.g.*, counties, fire departments, local law enforcement agencies, and emergency medical service providers); and
- participating and developing, as required, in (A) radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities beyond design basis and hostile action exercises sufficient to maintain Federal Emergency Management Agency (FEMA) approval and (B) any training provided by Dominion Energy South Carolina.
- 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;

SCEMD, SCDES, and Dominion at V.C. Summer (continued)

- 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 SEOC processing requests, 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, 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 Dominion Energy South Carolina with consideration of resource availability.
 - vi. activating a joint information system (JIS) to share information, news releases and messages with Dominion Energy South Carolina 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 web sites, 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 Dominion Energy South Carolina, the State and other involved official agencies;
 - vii. coordinating the release of public information regarding the emergency response with Dominion Energy South Carolina and other involved official agencies; and
 - viii. using approved procedures and facilities as agreed upon by Dominion Energy South Carolina, the State, the Count(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, SCDES agrees that the assistance to be provided includes the following:

SCEMD, SCDES, and Dominion at V.C. Summer (continued)

- 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;
- 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 Dominion Energy South Carolina and State management and ensuring notification is made per the SCTRRP;
- v. providing representatives to Dominion Energy South Carolina's Emergency Operations Facility and the State Emergency Operations Center, if activated;
- 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; and
- vii. complying with applicable state and federal confidentiality laws and regulations.

The State Organizations agree that any resources or equipment expected to assist 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, Dominion Energy South Carolina 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, Dominion Energy South Carolina agrees to make an annual payment, payable to SCEMD, each year pursuant to, and per, the then-current Grant Agreement by and among Duke Energy, SCEMD, Southern Nuclear Operating Company and Dominion Energy South Carolina (the "Grant Agreement"). SCEMD further agrees to compensate SCDES 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 months' written notice to the other Parties. This MOU will automatically renew annually unless a party exercises an option not to renew upon six months' written notice. This MOU may be terminated by either party upon at least one month's written notice for unavailability of funds or breach. This MOU may only be amended by written agreement of all Parties, which must be executed in the same manner as the MOU. This MOU should be reviewed by the Parties annually to verify that the State Organizations remain capable of assisting in supporting Dominion Energy South Carolina'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 concerning the subject matter hereof, including the Memoranda of Understanding among SCEMD, SCDES and Dominion Energy South Carolina that were executed in August 2006,

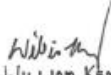
SCEMD, SCDES, and Dominion at V.C. Summer (continued)

December 2009, June 2014, June 2017, and July 2021. Dominion Energy South Carolina 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.

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 similar 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.

DOMINION ENERGY SOUTH CAROLINA

By: 
 Name: Robert Justice
 Title: Site Vice President


SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

By: 
 Name: Myra C. Reece
 Title: Interim Director

By: 
 Name: Francine Miller
 Title: Contracts Manager

11/13/2024

SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

By: 
 Name: Kim Stenson
 Title: Director

SCEMD, SCDES, and Duke Energy

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “MOU”) is entered into as of July 1, 2024, (the “Effective Date”), by and among Duke Energy Carolinas, LLC and Duke Energy Progress, LLC (collectively “Duke Energy”) as licensees of the Catawba, Oconee, and Robinson nuclear plants (the “Nuclear Plants”); South Carolina Emergency Management Division (SCEMD), and South Carolina Department of Environmental Services (“SCDES” and, together with SCEMD, the “State Organizations”).¹ 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 agree to provide assistance to support the Nuclear Plants’ Emergency Plans, including assistance during emergency and non-emergency situations. 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), and 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, including coordinating support to provide sufficient resources including personnel and equipment to the Nuclear Plants in the event of an emergency;
 - iii. assisting all organizations and agencies within the State (e.g., counties, fire departments, local law enforcement agencies, and emergency medical service

¹ Pursuant to South Carolina Act No. 60 of 2023 and South Carolina Code §1-30-140, all functions, powers, and duties of the environmental divisions, offices, and programs of the South Carolina Department of Health and Environmental Control were transferred to, incorporated in, and shall be administered as part of the South Carolina Department of Environmental Services (SCDES) as of July 1, 2024.

SCEMD, SCDES, and Duke Energy (continued)

- providers) in the planning, training, development, and maintenance of local radiological emergency response plans and procedures for the Nuclear Plants;
- iv. participating and developing, as required, in: (A) radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities beyond design basis and hostile action exercises sufficient to maintain Federal Emergency Management Agency (FEMA) approval and (B) any training provided by Duke Energy;
 - v. maintaining a twenty-four 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 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; and
 - vii. providing radiological emergency response training to all organizations and agencies within the State (*e.g.*, counties, fire departments, local law enforcement agencies, and emergency medical service providers) as required or upon request.
- b. SCDES 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 all organizations and agencies within the State (*e.g.*, counties, fire departments, local law enforcement agencies, and emergency medical service providers);
 - iv. radiological emergency response training all organizations and agencies within the State (*e.g.*, counties, fire departments, local law enforcement agencies, and emergency medical service providers); and
 - v. participating and developing, as required, in (A) radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities beyond design basis and hostile action exercises sufficient to maintain Federal Emergency Management Agency (FEMA) approval and (B) any training provided by Duke Energy.
- c. In the event of an emergency, SCEMD agrees that the assistance to be provided includes:

SCEMD, SCDES, and Duke Energy (continued)

- 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 SEOC processing requests, 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, search and rescue, and other specialized services;
 - 2. traffic control;
 - 3. evacuation assistance;
 - 4. support the coordination and/or activation of the primary alert and notification system(s) and when required support the coordination/activation of the backup system(s) used to alert and notify the general public; 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 of resource availability.
- vi. activating a joint information system (JIS) to share information, news releases, and messages with Duke Energy 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, X, YouTube, UStream, etc.), and the establishment of joint information centers (JICs) and any other methods as agreed upon by Duke Energy, the State and other involved official agencies;
- vii. coordinating the release of public information regarding the emergency response with Duke Energy and other involved official agencies; and

SCEMD, SCDES, and Duke Energy (continued)

- viii. using approved procedures and facilities as agreed upon by Duke Energy, 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, SCDES 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 coordinating off-site radiological surveillance and monitoring with the Duke Energy off-site monitoring group;
 - 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 per the SCTRERP;
 - v. providing representatives to the applicable Nuclear Plant's Emergency Operations Facility and the State Emergency Operations Center, if activated;
 - 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; and
 - vii. complying with applicable state and federal confidentiality laws and regulations.

The State Organizations agree that any resources or equipment expected to assist 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 SCEMD, each year pursuant to, and per the then-current Grant Agreement by and among Duke Energy, SCEMD, Southern Nuclear Operating Company and Dominion Energy. (the "Grant Agreement"). SCEMD further agrees to compensate SCDES 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 months' written notice to the other Parties. This MOU will automatically renew annually unless a party exercises an option not to renew upon six months' written notice. This MOU may be terminated upon at least one month's written notice for unavailability of funds or breach. This MOU may only be amended by written

SCEMD, SCDES, and Duke Energy (continued)


agreement of all Parties, which must be executed in the same manner as the MOU. This MOU should be reviewed by the Parties annually to verify that the State Organizations remain capable of assisting in supporting the Nuclear Plants' Emergency Plans.

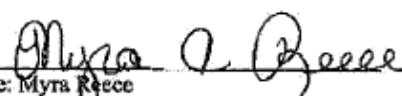
4. **Entire MOU; Conflicts.** This MOU constitutes the entire agreement between the Parties and supersedes, terminates, and replaces all prior oral or written agreements between the Parties concerning the subject matter hereof. Duke Energy and SCEMD acknowledge and agree that the MOU and the Grant Agreement 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.
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 similar but legal and enforceable provision cannot be substituted under the laws of South Carolina, 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.

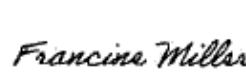
**DUKE ENERGY CAROLINAS, LLC and
DUKE ENERGY PROGRESS, LLC**

**SOUTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL SERVICES**


By: 
Name: David A. Thompson
Title: Emergency Preparedness, Corporate
Functional Area Manager

By: 
Name: Myra Reece
Title: Interim Director

By: 
Name: Tom Ray
Title: Senior Vice President, Corporate Nuclear

By: 
Name: Francine Miller
Title: Contracts Manager
11/14/2024

**SOUTH CAROLINA EMERGENCY
MANAGEMENT DIVISION**

By: 
Name: Kim Stenson
Title: Director

*SCEMD, SCDHEC, 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

SCEMD, SCDHEC, 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, SCMD 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, SCDHEC, 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;

Page 3 of 5

SCEMD, SCDHEC, 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 SCTRRP;
- 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, SCDHEC, 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

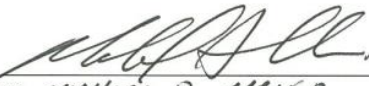
substituted under the laws of a particular jurisdiction, then the illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect.

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: 
Name: MICHAEL D. MEIER
Title: Vice President – Nuclear, Vogtle Project

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

MM
9/12/2017 REGULATORY AFFAIRS

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

**SOUTH CAROLINA EMERGENCY
MANAGEMENT DIVISION**

By: 
Name: Kim Stenson
Title: Director

SCEMD, SCDHEC, 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 RAP Management Plan, Q18 Vol I*
- 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 151.1D, *Comprehensive Emergency Management System*, August 11, 2016
- H. *National Response Framework*, May 2013

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.

SCEMD, SCDHEC, 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 SCMD and SCDHEC. 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 SCMD 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 SCMD, 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.

SCEMD, SCDHEC, 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.

SCEMD, SCDHEC, 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 Emergency 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 based on current plans and procedures.
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.

SCEMD, SCDHEC, 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.

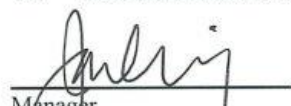
IV. IMPLEMENTATION

- 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



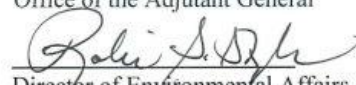
Manager
Savannah River Operations Office
United States Department of Energy

9/27/17
Date



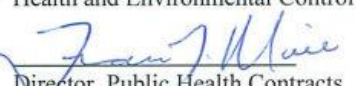
Director
South Carolina Emergency
Management Division,
Office of the Adjutant General

2/13/18
Date



Director of Environmental Affairs
South Carolina Department of
Health and Environmental Control

10/24/2017
Date



Director, Public Health Contracts
South Carolina Department of
Health and Environmental Control

12/14/17
Date

SCEMD, SCDHEC, 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.

SCEMD, SCDHEC, 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 RAP Management Plan, Q18 Vol I*
- 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 151.1D, *Comprehensive Emergency Management System*, August 11, 2016
- H. *National Response Framework*, May 2013

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, SCDHEC, 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 (if resources are available)
 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, SCDHEC, 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 SCEMD.

B. SCEMD and SCDHEC will:

1. Maintain a twenty-four (24) hour capability for communications and coordination relating to a VEGP incident.
2. Activate current State plans and procedures to 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, SCDHEC, and DOE at Vogtle (continued)

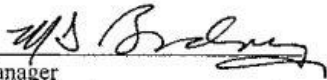
IV. IMPLEMENTATION:

- 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

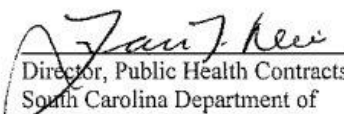
4/10/2018
 Date


 Director
 South Carolina Emergency
 Management Division
 Office of the Adjutant General

4/26/18
 Date


 Director of Environmental Affairs
 South Carolina Department of
 Health and Environmental Control

6/29/18
 Date


 Director, Public Health Contracts
 South Carolina Department of
 Health and Environmental Control

7-23-2018
 Date

III. HOSPITAL LOA/MOUS

Catawba - Piedmont Medical Center

MOA # 2021-556

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

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 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 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 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 MOA 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 (Environmental and Hazardous Materials Operations).

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.

DHEC 0656 (Rev4/01/2017)

Page 1 of 4

Catawba - Piedmont 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 April 21, 2021 or when all parties have signed, whichever is later, and will terminate on April 20, 2024. 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. *4-20-25 TC*
- 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

Catawba - Piedmont Medical Center (continued)

the MOA.

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 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 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 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.

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

Catawba - Piedmont Medical Center (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

BY: Karen S. Hutto
REGION
PUBLIC HEALTH PREPAREDNESS DIRECTOR

DATE: 4/23/2021

AS TO THE HOSPITAL

BY: Mark Nosacka (NAME)
ITS: CEO (TITLE)

DATE: April 16, 2021

MAILING ADDRESS:

222 S Herlong Ave
Rock Hill, SC 29732

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

Francine Miller
Contracts Manager
DATE: 05/05/21

Catawba - Piedmont Medical Center (continued)

AGREE1

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** (the “**MOU**”) is entered into as of March 1, 2020 (the “**Effective Date**”), by and between Duke Energy Carolinas, LLC (“**Duke Energy**”), as licensee of the Catawba Nuclear Station (the “**Nuclear Plant**”), and Piedmont Medical Center, which owns and operates Piedmont Medical Center (the “**Hospital**”) and York Emergency Medical Service (“**EMS**”). Duke Energy and Piedmont Medical Center are herein referred to collectively as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, Duke Energy desires to have the Hospital and EMS provide, and the Hospital and EMS desire to provide, assistance to support the Nuclear Plant’s Emergency Plan, as more specifically described herein.

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, the Parties, intending to be legally bound, agree as follows:

1. **Assistance to be Provided.** Pursuant to this MOU, Piedmont Medical Center, being committed to the provision of patient care without regard to age, sex, race, national origin, religion, or method of payment, agrees to accept and render appropriate medical care, provided it has the capability and capacity, to treat injured/ill workers from the Nuclear Plant who are known to be contaminated with radioactive material. The medical care rendered will be provided in accordance with the Hospital’s policies and procedures regarding treatment of radioactively contaminated patients. Piedmont Medical Center hereby agrees to provide assistance to support the Nuclear Plant’s Emergency Plan, including the assistance expected 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. Piedmont Medical Center agrees that non-emergency assistance to be provided by the Hospital includes:
 - i. complying with all applicable laws and regulations, including those of the Nuclear Regulatory Commission (NRC) and the Federal Emergency Management Agency (FEMA);
 - ii. providing a Radiation Emergency Plan complete with controlled access radiation emergency area, supplies, and decontamination sampling procedures as detailed in the procedure manual for medical emergencies involving treatment of radioactively contaminated patients at the Hospital’s Emergency Department;

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Catawba - Piedmont Medical Center (continued)

AGREE1

- iii. participating in, and when necessary, providing radiological emergency response training to doctors and other necessary hospital employees, with such training to include:
 - use of radiation detection instruments;
 - don and doff personal protective equipment process;
 - decontamination techniques;
 - discussion of the response plan for contaminated patients; and
 - refresher information concerning radiation sources.
 - iv. participating, as required, in radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities to test the effectiveness of the Nuclear Plant's Emergency Plan, in accordance with requirements necessary for the Nuclear Plant to maintain licensing by state and/or federal agencies;
 - v. acquiring and retaining knowledge of, and making its personnel aware of, any unusual hazards, characteristics, or features of the Nuclear Plant that are relevant in providing assistance to the Nuclear Plant;
 - vi. maintaining in a suitable state of readiness, any resources or equipment expected to provide assistance in support of an emergency at the Nuclear Plant;
- b. Piedmont Medical Center agrees that non-emergency assistance to be provided by EMS includes:
- i. participating in updating, modifying and developing the EMS' Radiological Emergency Response Plan;
 - ii. participating in, and when necessary, providing radiological emergency response training to EMS employees, with such training to include:
 - use of radiation detection instruments;
 - don and doff personal protective equipment process;
 - contamination control techniques;
 - discussion of the response plan for contaminated patients; and
 - refresher information concerning radiation sources.
 - iii. participating, as required, in radiological emergency response exercises and drills, including the demonstration of mitigation strategies and response capabilities to test the effectiveness of the Nuclear Plant's Emergency Plan, in accordance with requirements necessary for the Nuclear Plant to maintain licensing by state and/or federal agencies;

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Rev 143

Catawba - Piedmont Medical Center (continued)

AGREE1

- iv. maintaining in a suitable state of readiness, any resources or equipment expected to provide assistance in support of an emergency at the Nuclear Plant;
- c. In the event of an emergency, Piedmont Medical Center agrees that the assistance to be provided by the Hospital includes the following:
 - i. providing a sufficient number of doctors who are trained and are available to provide medical care for any injured/contaminated employee that is transported to the Hospital;
 - ii. arranging for the availability of beds where care for individuals exposed to high levels of external contamination may be controlled; and
 - iii. treating and decontaminating as governed by the procedures specified in the Hospital's Procedure Manual for medical emergencies involving radioactive contamination.
- d. In the event of an emergency, Piedmont Medical Center agrees that the assistance to be provided by EMS includes the following:
 - i. providing ambulances and quick response vehicles to support emergency lifesaving care and transportation of individuals to designated medical facilities, including the Hospital;
 - ii. obtaining and coordinating radiological assistance from the Federal government, other mutual-aid states and the nuclear industry, as required;
 - iii. providing emergency lifesaving care to people who are seriously ill or injured; and
 - iv. Assistance requests will be communicated from the on-site incident commander through the county using existing communication systems.
- e. Duke Energy agrees that non-emergency assistance to be provided by the Nuclear Plant includes:
 - i. Assisting, as requested, with the Hospital or EMS in the development, exercise and implementation of emergency plan to protect the health and safety of the public in the event of an emergency at the Nuclear Plant; and
 - ii. repairing or replacing equipment damaged or destroyed in the course of EMS providing offsite assistance during an emergency at the Nuclear Plant.
- f. Duke Energy agrees that emergency assistance to be provided by the Nuclear Plant includes:

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Catawba - Piedmont Medical Center (continued)

AGREE1

- i. making radiological equipment and personnel available, as resources allow, to assist the Hospital or EMS in their radiation assessment and monitoring responsibilities;
- ii. decontaminating the patient prior to transport to the Hospital's Emergency Department whenever possible or, if complete decontamination cannot be accomplished, taking measures to reduce contamination levels as much as possible before the patient arrives at the Hospital;
- iii. communicating to the Hospital the condition of the patient (*i.e.*, whether or not the patient is contaminated) and the level of contamination in disintegrations per minute prior to arriving at the Hospital (preferably prior to leaving the Nuclear Plant);
- iv. determining the contamination levels of the patient and recording such levels accordingly; and
- v. preventing the spread of contamination to EMS and Hospital personnel and facilities.

2. **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 Party. This MOU should be reviewed by the Parties annually to verify that Piedmont Medical Center remains capable of providing assistance to support the Nuclear Plant's Emergency Plan.

3. **Entire MOU.** 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.

4. **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.

5. **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.

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Catawba - Piedmont Medical Center (continued)

AGREE1

[Signature page follows]

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Rev 143

Catawba - Piedmont Medical Center (continued)

AGREE1

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

By: Tom Simril
Name: Tom Simril
Title: Catawba Site Vice President

Piedmont Medical Center

By: Mark Nosacka
Mark Nosacka (Mar 5, 2023)
Name: Mark Nosacka
Title: CEO

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Rev 143

Oconee – AnMed Health Cannon

MOA # 2021-181

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

ANMED HEALTH CANNON

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 AnMed Health Cannon (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, 2020 or when all parties have signed, whichever is later, and will terminate on August 31, 2021. 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. The maximum term of this agreement is September 1, 2020 – August 31, 2024.
- 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- AnMed Health Cannon (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 7 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.

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- AnMed Health Cannon (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

BY:

Warren Edwards
Warren Edwards
Director of Public Health Preparedness
Upstate Region

DATE:

09.01.20

AS TO THE HOSPITAL

BY:

Brandon Clary
Brandon Clary
CEO, AnMed Health Cannon

DATE:

9/11/2020

MAILING ADDRESS: 123 WG Acker Drive
Pickens, SC 29671

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

Frankie Miller
Frankie Miller
Contracts Manager

DATE:

9-10-20

Oconee - Prisma Health-Upstate System

MOA # 2021-281

MEMORANDUM OF AGREEMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
AND
PRISMA HEALTH-UPSTATE

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 Prisma Health-Upstate (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 Greenville, Laurens, and Oconee 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 Greenville, Laurens, or Oconee 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 – Prisma Health-Upstate System (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 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 November 1, 2020 or when all parties have signed, whichever is later, and will terminate on October 31, 2021. 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. The maximum term of this agreement is November 1, 2020 – October 31, 2024.

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.

Oconee – Prisma Health-Upstate System (continued)

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.

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 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.

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. Choice of 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.

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.

*Oconee – Prisma Health-Upstate System (continued)***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.

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.

Oconee – Prisma Health-Upstate System (continued)

AS TO DHEC

BY: Warren EdwardsWarren Edwards
Public Health Preparedness Director
Upstate RegionDATE: 11.12.20MAILING ADDRESS: 2600 Bull St.
Columbia, SC 29201

AS TO PRISMA HEALTH-UPSTATE

BY: Michael T. BurkeMichael T. Burke
CFODATE: 10/30/2020MAILING ADDRESS: 300 McBee Ave. 4th Floor
Greenville, SC 29601

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

Franchie Miller
Franchie Miller
Contracts ManagerDATE: 12/07/2020

Oconee – Prisma Health-Upstate System (continued)

MOA No. 2021-281

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

PRISMA HEALTH-UPSTATE

MOA AMENDMENT #1

WHEREAS, by MOA #2021-281 dated December 7, 2020, the SC Department of Health and Environmental Control (DHEC) entered into a MOA with Prisma Health-Upstate for the purpose of treating a surge of patients requiring care in the event of a release of radioactive substances, and

WHEREAS, DHEC is desirous of amending said Contract as follows:

Section I should read as follows:

PURPOSE: MEDICAL CARE FOR PATIENTS DURING A RADIOLOGICAL EVENT

The South Carolina Department of Health and Environmental Control (hereafter referred to as DHEC) and Prisma Health-Upstate (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 Greenville, Laurens, Pickens, and Oconee County determine that a radiological incident has occurred or is likely to occur.

Section II.A.1 SCOPE OF SERVICES should read as follows:

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

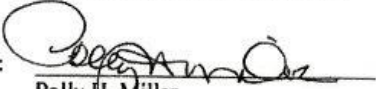

1. Activation

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

NOW THEREFORE, the referenced MOA is amended as specified above provided that all other terms and conditions of the MOA remain the same.

IN WITNESS WHEREOF the DHEC and Contractor have executed and delivered this Amendment.

Oconee – Prisma Health-Upstate System (continued)

MOA No. 2021-281	
PRISMA HEALTH-UPSTATE	SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
BY: 	BY: 
Polly H. Miller VP, Payor Strategies and Alignment	Warren Edwards Public Health Preparedness Director Upstate Region
6/9/2021	06.10.21
(Date)	(Date)
Tax ID: <u>81-1723202</u>	
<u>MAILING ADDRESS:</u>	
PRISMA HEALTH ATTN: Managed Care 300 E. McBee Ave., 4 th Floor Greenville, SC 29601	

Robinson- Carolina Pines Regional Medical Center

MOA # 2022-095

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 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 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 MOA 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 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.

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 July 1, 2021 or when all parties have signed, whichever is later, and will terminate on June 30, 2022. 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

Robinson- Carolina Pines Regional Medical Center (continued)

the MOA.

D. Other obligations.

Check one: Yes X 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 three (3) ambulatory patients and two (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.

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.

Robinson- Carolina Pines Regional Medical Center (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

BY: Mark Hendrix
Mark L. Hendrix
Pee Dee Region Public Health Preparedness Director

DATE: 7/29/21

BY: James V. Bruckner
James V. Bruckner, MSHS
Pee Dee Region Public Health Director

DATE: 7/30/2021

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

Francina Miller
Francina Miller
Contracts Manager
DATE: 08/03/2021

AS TO THE HOSPITAL

BY: Bill Little
Bill Little
Chief Executive Officer

DATE: 7/28/21

MAILING ADDRESS:
1304 West Bobo Newsom Highway
Hartsville SC 29550

Robinson - Carolina Pines Regional Medical Center (continued)

David Pitsley
H. B. Robinson Steam
Electric Plant Unit 2
Manager - Nuclear Support Services

Duke Energy Progress
3581 West Entrance Road
Hartsville, SC 29550

Serial: EP 21-0002

January 27, 2021

Mrs. Edith Campbell
Emergency Room Director
Carolina Pines Regional Medical Center
1304 West BoBo Newsome Highway
Hartsville, South Carolina 29550

Mr. Bill Little
Chief Executive Officer
Carolina Pines Regional Medical Center
1304 West BoBo Newsome Highway
Hartsville, South Carolina 29550

SUBJECT: H. B. Robinson Steam Electric Plant, Unit No. 2
Acknowledgment of Agreement for Emergency Plan Physician(s)

Dear Mrs. Campbell:

This is to acknowledge that you and your staff agree to support Duke Energy Progress – H. B. Robinson Steam Electric Plant (HBRSEP), Unit No. 2 emergency activities at the request of the Plant General Manager, Nuclear Shift Manager - Operations, or the Emergency Response Manager in charge. This support will include medical supervision and care for contaminated and injured Duke Energy Progress employees and other personnel from HBRSEP at Carolina Pines Regional Medical Center, or on plant site.

It is understood that you are familiar with the relevant sections of HBRSEP Emergency Plan and Emergency Procedures (EPs), and that you agree to participate, whenever possible, in training exercises conducted at HBRSEP and the biennial Medical Services (MS) emergency drill, involving the treatment of an individual with a simulated injury and simulated contamination.

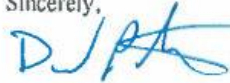
It is also understood that you and your staff will provide medical supervision and treatment to injured individuals within the limitations of your training, which include courses in medical planning and care in radiation accidents, in addition to your many years of medical experience.

Robinson- Carolina Pines Regional Medical Center (continued)

Please acknowledge your agreement of the foregoing paragraphs by signing in the space provided below.

Should you have any changes or questions, or if you would like to discuss any items further, please contact me at (843) 951-1763.

Sincerely,



David Pitsley
Manager - Nuclear Support Services

ACKNOWLEDGMENT

This agreement remains in effect until terminated in writing.

By:



Mrs. Edith Campbell
Emergency Room Director
Carolina Pines Regional Medical Center

By:



Mr. Bill Little
Chief Executive Officer
Carolina Pines Regional Medical Center

DP/lj

Robinson- McLeod Health Cheraw

MOA # 2022-049

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

MCLEOD HEALTH CHERAW

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 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 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 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 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.

Robinson- McLeod Health Cheraw (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 April 21, 2021 or when all parties have signed, whichever is later, and will terminate on April 20, 2022. 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. 04/24/2025
- 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.

Robinson- McLeod Health Cheraw (continued)

- D. Other obligations.
Check one: Yes X 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 HB Robinson Nuclear 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 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 1 (one) ambulatory patients and 1 (one) 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

Robinson- McLeod Health Cheraw (continued)

accreditation of Hospital or Hospital's employees or agents providing or performing services under this MOA.

- 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

BY: Mark Hendrix
Pee Dee REGION
PUBLIC HEALTH PREPAREDNESS DIRECTOR
DATE: 6/29/2021

BY: James J. Bruckner
James J. Bruckner, MSHS
Pee Dee Region Health Director

DATE: 7/1/2021

AS TO THE HOSPITAL

BY: Bren Lowe
(NAME)

ITS: Administrator
(TITLE)

DATE: 6/28/21

MAILING ADDRESS:

711 Chesterfield Hwy
Cheraw, SC 29520

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

Francine Miller
Contracts Manager

DATE: 07/05/2021

Robinson- McLeod Health Cheraw (continued)



Tony Pilo
H. B. Robinson Steam
Electric Plant Unit 2
Manager - Nuclear Emergency Planning

Duke Energy Progress, Inc.
3581 West Entrance Road
Hartsville, SC 29550

16-0023
Serial: EP-15-0028
7/15/16

May 13, 2016

Ms. Mib Scoggins, Administrator
McLeod Health Cheraw
711 Chesterfield Highway
Cheraw, South Carolina 29520

SUBJECT: H. B. Robinson Steam Electric Plant, Unit No. 2
Acknowledgment of Agreement

Dear Ms. Scoggins:

This letter is to acknowledge the agreement between Duke Energy Progress, Inc. – H. B. Robinson Steam Electric Plant (HBRSEP), Unit No. 2 and McLeod Health Cheraw (the "Agreement"). The details of this Agreement are listed for your review and signature as Administrator of McLeod Health Cheraw.

1. Duke Energy Progress, Inc. will arrange, or provide training, upon request, to McLeod Health Cheraw personnel regarding the HBRSEP emergency procedures applicable to the health care services to be performed by McLeod Health Cheraw.
2. McLeod Health Cheraw will maintain a specially designated radiological emergency area (the "Specially Designated Area") for use in the treatment of an injury involving ionizing radiation. Further, McLeod Health Cheraw will admit a patient from the Specially Designated Area for subsequent care if recommended by the supervising McLeod Health Cheraw physician.
3. A Duke Energy Progress, Inc. Radiation Control Technician will be responsible for decontamination of the Specially Designated Area and its equipment following its use.
4. Duke Energy Progress, Inc. will replace any facilities, equipment, etc. from the Specially Designated Area which cannot be decontaminated.
5. Duke Energy Progress, Inc. will provide disposable articles which may become radioactively contaminated, such as hats, masks, gowns, and floor coverings for use by McLeod Health Cheraw in the Specially Designated Area. Duke Energy Progress, Inc. will also dispose of these articles.
6. Duke Energy Progress, Inc. agrees to fund training from the Department of Energy (DOE) Radiation Emergency Assistance Center/Training Site (REAC/TS) for up to three (3) employees of McLeod Health Cheraw on a biennial basis.
7. McLeod Health Cheraw will maintain copies at McLeod Health Cheraw of its emergency procedures for the treatment of injuries involving ionizing radiation (the "McLeod Emergency

1

Robinson- McLeod Health Cheraw (continued)

Procedures"). Copies of the McLeod Emergency Procedures will be readily available for use by McLeod Health Cheraw personnel who will direct necessary actions in accordance with the McLeod Emergency Procedures.

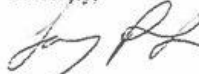
8. McLeod Health Cheraw agrees to participate, whenever possible, in semiannual training exercises conducted by HBRSEP and the biennial Medical Services (MS) drill evaluated by the Federal Emergency Management Agency (FEMA) at McLeod Health Cheraw. These drills and exercises involve the treatment of an individual with a simulated physical injury and simulated radiation exposure and/or simulated radioactive material contamination.
9. The initial term of this Agreement ("Initial Term") shall be one (1) year, commencing on the date of execution of this Agreement (the "Effective Date"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms, unless otherwise agreed to by the parties. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

Please acknowledge your agreement of the foregoing paragraphs by signing in the space provided below as the Administrator of McLeod Health Cheraw.

Your commitment to support the H. B. Robinson Steam Electric Plant, Unit No. 2 is appreciated.

Should you have any changes or questions, or if you would like to discuss any items further, please contact me at (843) 857-1409.

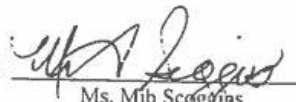
Sincerely,



Tony Pilo
Manager – Nuclear Emergency Planning

ACKNOWLEDGMENT

By:



Ms. Mib Scoggins
Administrator
McLeod Health Cheraw

Date: 5/21/2016

TP/tp

V.C. Summer - Prisma Health-Midlands

MOA # 2022-063

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

PRISMA HEALTH-MIDLANDS

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 Prisma Health-Midlands (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 Fairfield 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 Fairfield 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 (Environmental and Hazardous Materials Operations).
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.

V.C. Summer - Prisma Health-Midlands (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 April 21, 2021 or when all parties have signed, whichever is later, and will terminate on April 20, 2022. 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. The maximum term of this agreement is April 20, 2026.
- 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.

V.C. Summer - Prisma Health-Midlands (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 VC Summer 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 20 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.

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. Choice of 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.

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.

V.C. Summer - Prisma Health-Midlands (continued)

- 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.
- 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.

V.C. Summer - Prisma Health-Midlands (continued)

AS TO DHEC

BY: Karen J. Hutto
Midlands REGION
PUBLIC HEALTH PREPAREDNESS DIRECTOR

DATE: 7/9/2021

PRISMA HEALTH-MIDLANDS

BY: Polly H. Miller
Polly H. Miller

ITS: VP, Payor Strategies and Alignment
(TITLE)

DATE: 07/08/2021

MAILING ADDRESS:

Prisma Health-Midlands300 E. McBee Avenue, 4th FloorGreenville, SC 29601Tax/Employer ID#: 58-2296052

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

Francine Miller
Francine Miller
Contracts Manager

DATE: 07/12/2021

V.C. Summer- Lexington Medical Center

MOA # 2020-089

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

LEXINGTON COUNTY HEALTH SERVICES DISTRICT, INC., D/B/A 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 County Health Services District, Inc. d/b/a 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 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 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 MOA 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 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. 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

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

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 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 August 03, 2019 or when all parties have signed, whichever is later, and will terminate on August 03, 2022. 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

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

the MOA.

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 IVC Summer 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 [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.

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 Lexington 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 the other party 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

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

accreditation of Hospital or Hospital's employees or agents providing or performing services under this MOA.

- 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.

- P. Notice.

All notices under this Agreement may be given by personal delivery, or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

IF TO HOSPITAL: Lexington Medical Center
Attn: Emergency Preparedness Coordinator
2720 Sunset Blvd
West Columbia, SC 29169

WITH COPY TO: Lexington Medical Center
(which shall not Attn: Legal Department
constitute notice) 2720 Sunset Blvd
West Columbia, SC 29169

IF TO DHEC: SOUTH CAROLINA DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL
ATTN: HEALTHCARE PREPAREDNESS PROGRAM DIRECTOR
2000 Hampton St.
Columbia, SC 29204

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

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

AS TO DHEC

BY: Frank Moore Jr.
HEALTHCARE PREPAREDNESS PROGRAM
DIRECTOR

DATE: 6-26-2019

AS TO THE HOSPITAL

BY: Michael D. Hreely
(NAME)
ITS: Vice President - Operations
(TITLE)

DATE: 6-20-2019

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
Francine Miller
Contracts Manager

DATE: 6-28-19

Vogtle - Doctor's Hospital



November 16, 2023

Rob Norris, Vogtle Units 1&2
Michael Brummitt, Vogtle Units 3&4
Plant Vogtle Electric Generating Plant
7825 River Road
Waynesboro, GA 30830

RE: 2024 Letter of Agreement with Doctors Hospital and Plant Vogtle Generating Plant

Dear Mr. Norris,

The purpose of this letter is to confirm that the 2024 Letter of Agreement remains the same as the 2023 Letter of Agreement which is attached.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Griffin".

Brad Griffin
VP/Chief Operating Officer

SH496359

3651 Wheeler Rd, Augusta, GA 30909 | (706) 651-3232 | Doctors-Hospital.net

Vogtle - Doctor's Hospital (continued)

November 16, 2023

Rob Norris, Vogtle Units 1&2
Michael Brummitt, Vogtle Units 3&4
Plant Vogtle Electric Generating Plant
7825 River Road
Waynesboro, GA 30830

Dear Mr. Norris,

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 patients 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 of 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 706-651-6101 concerning any questions that you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Griffin".

Brad Griffin
VP/Chief Operating Officer

cc: Dawn Allgood, Interim Director - ER
Irene Williford, VP/Chief Nursing Officer
Steven Guyton, M.D., Medical Director - ER
Brad Thompson, Hospital Safety Director
Acy Miller, Manager - Emergency Preparedness

EH-1406030

3651 Wheeler Rd, Augusta, GA 30909 | (706) 651-3232 | Doctors-Hospital.net

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

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**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 Naval Nuclear Propulsion Program training presence near the City of Goose Creek in Berkeley County on Joint Base Charleston - Weapons Station between and including Pier X-RAY North, Pier X-RAY South, and the NPTU Training Support Buildings.
- IV. **RESPONSIBILITIES.**
 - A. Although stringent controls are in effect, work at NPTU sometimes involves radioactive contamination. Therefore, there is the potential, however unlikely, for injured personnel with contamination to require transport for off-site medical care. Consistent with the guidance of expert bodies on management of contaminated injured personnel, all parties to this MOA agree that emergency medical treatment takes precedence over radiological controls. As practical and 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.
 - B. MUHA will conduct basic radiological controls awareness training, provided by NPTU, as discussed below for all medical personnel who handle or perform initial medical treatment of patients under this Agreement.
 - C. 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 and perform decontamination of patients, equipment, and the hospital facility. If hospital equipment cannot be decontaminated, it will be replaced by NPTU. Triage and treatment at MUHA will be effected by MUHA physicians, emergency room staff and paramedical personnel.
 - D. NPTU will remove and dispose of all liquid and solid radioactive waste generated during the treatment.

NPTU and Medical University Hospital Authority (continued)

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- E. 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 has trained emergency response personnel to provide guidance on radiological controls. 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.
- IX. FINANCIAL SETTLEMENTS. Financial settlements for medical services rendered to NPTU Navy personnel are accomplished in accordance with existing procedures. Financial settlements for medical services rendered to NPTU Naval Nuclear Laboratory 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

NPTU and Medical University Hospital Authority (continued)

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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.

2/22/2022

Date

David Zaas

David Zaas, M.D., M.B.A.
CEO, MUSC Health Charleston Division

OFFICE OF THE
GENERAL COUNSEL
MUSC/MUHA
APPROVED AS TO FORM
By: E. Player
Date: 01-27-2022

2/22/2022

Date

G. R. Koepp

G. R. Koepp
Commanding Officer
Nuclear Power Training Unit, Charleston

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 the Joint Base Charleston - Weapons Station between and including Pier X-RAY North, Pier X-RAY South, and the NPTU Buildings.
- 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 and perform decontamination of patients and the hospital facility. 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.
- 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.

NPTU and Trident Medical Center (continued)

- 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 in accordance with existing procedures. Financial settlements for medical services rendered to NPTU Naval Nuclear Laboratory 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 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.

NPTU and Trident Medical Center (continued)

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.

Apr 3, 2024

Date



Jeffrey Wilson (Apr 3, 2024 16:17 EDT)

Chief Executive Officer
Trident Medical Center, LLC D/B/A
Trident Medical Center

5 Apr 2024

Date



Commanding Officer
Nuclear Power Training Unit,
Charleston