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Saint Mary's HOSPITAL

March 6, 2017

Robert Gallagher
Mail Control No. 592480
USNRC, Region I
Division of Nuclear Materials Safety
2100 Renaissance Boulevard
King of Prussia, PA 19406

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**SUBJECT: SAINT MARY'S HOSPITAL, REQUEST FOR ADDITIONAL
INFORMATION, MAIL CONTROL NO. 592480**

Dear Mr. Gallagher:

This is in reply to your request for additional information, dated January 24, 2017. In the letter below, I have listed your questions in bold italics and given our responses to each.

1. Describe any planned changes in the organization, including but not limited to, transfer of stocks or assets and mergers, change in members on Board of Directors, etc. Provide the new Licensee name (if applicable), mailing address, and contact information, including phone numbers. Clearly identify when the amendment request is due to a name change only.

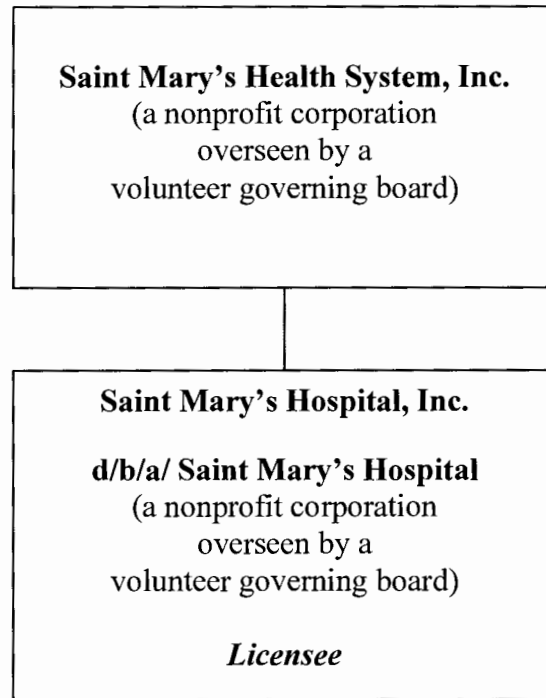
Effective August 1, 2016, pursuant to that certain Transfer Agreement dated September 18, 2015 (the "Transfer Agreement"), by and between Saint Mary's Hospital, Inc. (the "Licensee"), Saint Mary's Health System, Inc. ("SMHS"), Trinity Health – New England, Inc. f/k/a Saint Francis Care, Inc., ("TH-NE"), and Trinity Health Corporation, Inc. ("Trinity"), TH-NE replaced SMHS as the sole corporate member of the Licensee, and SMHS was subsequently merged into the Licensee and ceased to exist (the "Transaction").

The Transaction was effected by SMHS withdrawing as sole corporate member of the Licensee immediately prior to the consummation of the Transaction and assigning all of its membership interests in the Licensee to TH-NE.

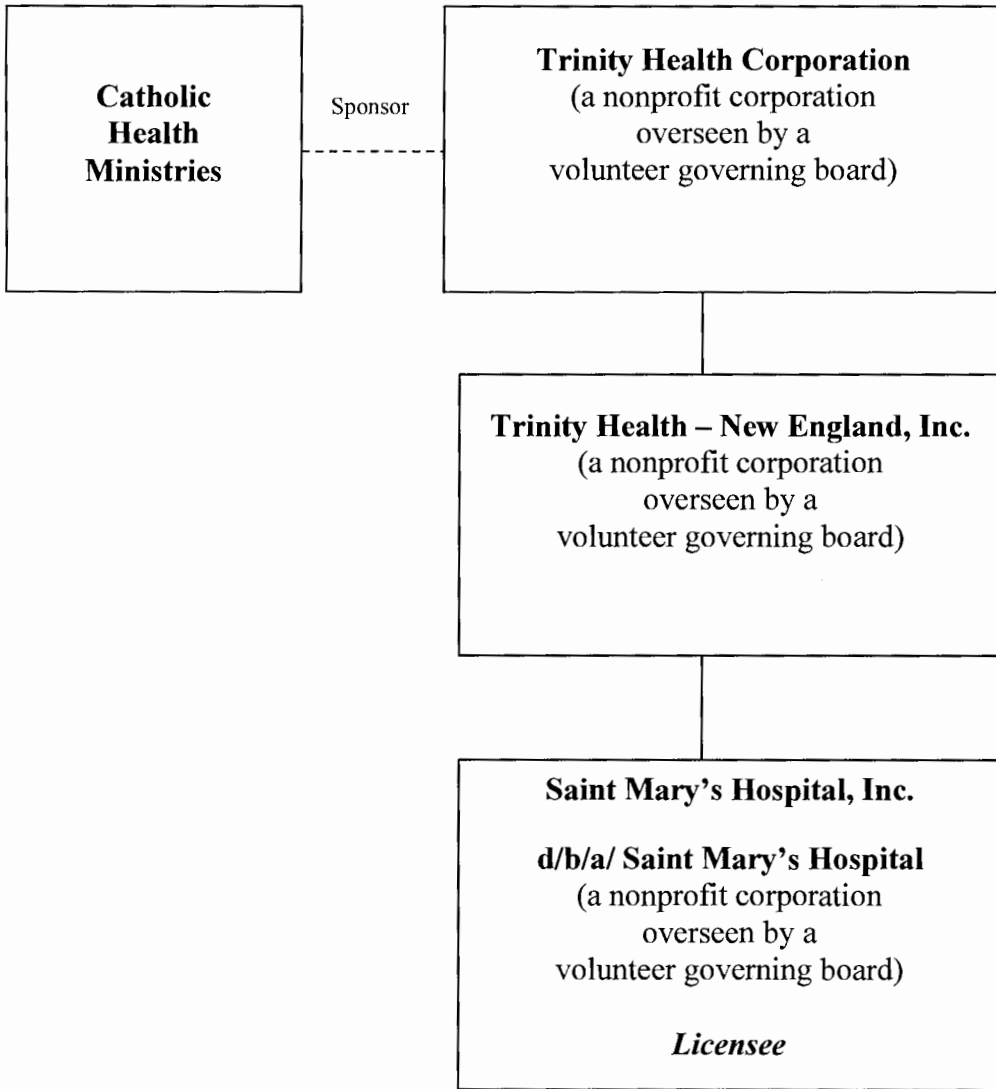
Charts A and B, below, show the organizational structure of the Licensee immediately before and immediately after the Transaction, respectively:

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A. Structure of Licensee - Before the Transaction



B. Structure of Licensee - After the Transaction



Pursuant to the Transfer Agreement, the Licensee amended and restated its Certificate of Incorporation and its Bylaws to be consistent with other entities in the Trinity Health System, and TH-NE appointed a new board of directors to govern the Licensee.

Under the amended and restated Bylaws, TH-NE reserves to itself certain powers over the Licensee, including the power to:

- (a) Approve the amendment or restatement of the Certificate of Incorporation and Bylaws of the Licensee, in whole or in part, and recommend the same to Trinity Health for adoption;
- (b) Appoint and remove members of the Licensee's Board of Directors;
- (c) Appoint and remove the President of the Licensee;
- (d) Approve the strategic plan of the Licensee;
- (e) Approve Significant Finance Matters;
- (f) Approve the annual operating and capital budgets of the Licensee;
- (g) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Licensee; and
- (h) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Licensee; and
- (i) Approve all other matters and take all other actions reserved to members of nonprofit corporations by the laws of the state of Connecticut.

There was no change in the identity of the Licensee's President following, or as a result of, the Transaction, nor were there any changes in the radiation protection program, procedures, license commitments, facilities, or radiation protection staff as part of this Transaction, all of which remain under the direct control of the Licensee.

There were no changes to the name, mailing address, and/or contact information of the Licensee pursuant to, or following, the Transaction.

2. Describe changes in the organization that exercises control over the licensed program.

See item 1, above.

3. Describe the status of the Licensee's facilities, equipment, and radiation safety program, including any known contamination and whether decontamination will occur prior to transfer. Include the status of calibrations, leak tests, area surveys, wipe tests, training, quality control, and related records; OR

Submit a statement that all required surveillance has been performed, documented, and reviewed, including the results if appropriate;

If surveillance are not or will not be completed, submit the reasons, any corrective actions, and/or the date these corrective actions will be submitted to NRC.

All required surveillance regarding Licensee facilities, equipment, and the radiation protection program including any known contamination is current with commitments made to the NRC. No specific decontamination efforts will occur as part of this Transaction. All calibrations, leak tests, area surveys, wipe tests, training, quality control, and related records relating to the radiation protection program and prior commitments to the NRC are current.

There are no changes to the radiation protection program, procedures, license commitments, facilities, or radiation protection staff as part of this Transaction.

4. Confirm that all records concerning the safe and effective decommissioning of the facility will be transferred to the transferee or to NRC, as appropriate. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity; OR

State the following: "Pursuant to 10 CFR 30.35(g), we shall maintain drawings and records important to decommissioning and will transfer these records to an NRC or Agreement State Licensee before licensed activities are transferred; or we will transfer the records to the appropriate NRC regional office before the license is terminated." AND

Pursuant to 10 CFR 30.35(g), we shall maintain drawings and records important to decommissioning and will transfer these records to an NRC or Agreement State Licensee before licensed activities are transferred; or we will transfer the records to the appropriate NRC regional office before the license is terminated.

- **Describe the method and proposed timetable for the transfer of required records.**
No changes in records or records retention occurred, or will occur, as part of the Transaction. Records will continue to be maintained in the same manner, in the same locations and by the same staff.
- **Provide a commitment by the transferee to maintain the records received from the transferor.**
Not applicable, see above.
- **Provide a description of the facility with regard to contamination and ambient radiation levels.**
The Licensee's contamination control program remains intact. There have been no changes in contamination or ambient radiation levels. This Transaction will not result in changes to the radiation control program, or radiation, or radioactive materials monitoring procedures.
- **Describe any decontamination to prepare the facility for decommissioning prior to the change of control.**
No decontamination activities occurred prior to this Transaction nor will any occur as a result of this Transaction.

- ***If decommissioning will not occur until after the change of control, describe any contamination and confirm that the transferee is knowledgeable of the extent and levels of contamination and applicable decommissioning requirements.***

Not applicable, see above.

- ***Indicate whether operations will continue during the transfer process; if so, provide either an agreement to perform a survey confirming that the facility is free of contamination or agreement by the transferee to accept the facility "as is" on the date of transfer.***

There are no known contaminations at the Licensee's facilities at this time. Licensee contamination monitoring practices will not change as a result of this Transaction.

5. Confirm that both transferor and transferee agree to transferring control of the licensed material and activity, and the conditions of transfer, and that the transferee has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.

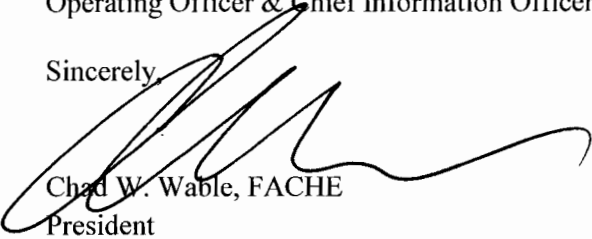
Not applicable, see above. We can confirm, however, that there are no open inspection items at this time.

6. Confirm that the transferee will abide by all constraints, conditions, requirements, representations, and commitments of the transferor or that the transferee will submit a complete description of the proposed licensed program

Not applicable, see above. We can confirm, however, that the Licensee will continue to abide by all constraints, conditions, requirements, representations, and commitments made by it to the NRC prior to the Transaction.

If you have any further questions, do not hesitate to contact Michael A. Novak, VP/Interim Chief Operating Officer & Chief Information Officer at (203) 709-3508 or mnovak@stmh.org.

Sincerely,



Chad W. Wable, FACHE
President

Cc: Michael Novak, VP/Interim Chief Operating Officer & Chief Information Officer
Robert J. Anthony, Esq.